



TASK ORDER #47QFCA18F0073
Mod P00062

**Enterprise Machine Learning Analytics and Persistent
Services (eMAPS)**

in support of:

**United States Government (USG)
Program Office**

Awarded to

**Booz Allen Hamilton
8283 Greensboro Drive
McLean, VA 22102**

Under Alliant Contract# GS00Q09BGD0019

Conducted under Federal Acquisition Regulation (FAR) 16.505

**Issued by:
The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW (QF0B)
Washington, D.C. 20405**

June 7, 2018

FEDSIM Project Number DE00880

This Contract is rated DO-A7 under DPAS (15 CFR 700)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed. An acronym listing to support this Task Order Request (TOR) is included in Section J, Attachment W.

B.2 CONTRACT ACCESS FEE (CAF)

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the Alliant base contract, the CAF shall be 0.75 percent of the total TO value with a cap of \$100,000 per year per order (when order is in excess of \$13.3M per order year). This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO Award (TOA).

B.3 ORDER TYPES

The contractor shall perform the effort required by this TO on a Cost-Plus-Fixed-Fee (CPFF) basis for mandatory CLINs 0001, 1001, 2001, 3001, 4001, and optional CLINs, 0002, 1002, 2002, 3002, 4002, and Not-to-Exceed (NTE) basis for CLINs 0003, 1003, 2003, 3003, and 4003; 0004, 1004, 2004, 3004, and 4004; 0005, 1005, 2005, 3005, and 4005; and 0006, 1006, 2006, 3006, and 4006. The work shall be performed in accordance with all Sections of this TO and the offeror's Basic Contract, under which the resulting TO will be placed.

B.4 SERVICES AND PRICES/COSTS

Long-distance travel is defined as travel over 50 miles from the place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
CPFF	Cost-Plus-Fixed-Fee
NTE	Not-to-Exceed
ODC	Other Direct Cost

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.1 BASE PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
0001	Labor (Tasks 1-6)	(b) (4)	(b) (4)	(b) (4)	\$ 74,596,058

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
0002	Optional Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)	\$2,642,236

CPFF CLINs Tools and ODCs

CLIN	Description	Cost	Fixed Fee	Total CPFF
0004	Tools Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$47,116,603
0005	ODCs Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$6,866,862

COST REIMBURSEMENT TRAVEL, TOOLS, and ODC CLINs

CLIN	Description		Total Ceiling Price
0003	Long-Distance Travel Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	NTE	\$873,667

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
0006	Contract Access Fee	NTE	\$100,000

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

TOTAL CEILING BASE PERIOD CLINs:

\$132,195,426

B.4.2 FIRST OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
1001	Labor (Tasks 1-6)	(b) (4)	(b) (4)	(b) (4)	\$124,257,495

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
1002	Optional Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)	\$3,262,976

CPFF CLINs Tools and ODCs

CLIN	Description	Cost	Fixed Fee	Total CPFF
1004	Tools Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$132,798,790
1005	ODCs Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$14,516,865

COST REIMBURSEMENT TRAVEL, TOOLS, and ODC CLINs

CLIN	Description		Total Ceiling Price
1003	Long-Distance Travel Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	NTE	\$1,159,683

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
1006	Contract Access Fee	NTE	\$100,000

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

TOTAL CEILING FIRST OPTION PERIOD CLINs:

\$276,095,809

B.4.3 SECOND OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
2001	Labor (Tasks 1-6)	(b) (4)	(b) (4)	(b) (4)	\$171,550,765

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
2002	Optional Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)	\$3,321,813

CPFF CLINs Tools and ODCs

CLIN	Description	Cost	Fixed Fee	Total CPFF
2004	Tools Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$150,239,590
2005	ODCs Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$8,952,602

COST REIMBURSEMENT CLIN TRAVEL

CLIN	Description		Total Ceiling Price
2003	Long-Distance Travel Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	NTE	\$1,376,487

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
2006	Contract Access Fee	NTE	\$100,000

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

TOTAL CEILING SECOND OPTION PERIOD CLINs: **\$335,541,257**

B.4.4 THIRD OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
3001	Labor (Tasks 1-6)	(b) (4)	(b) (4)	(b) (4)	\$176,728,776

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
3002	Optional Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)	\$10,000

CPFF CLINs Tools & ODCs

CLIN	Description	Cost	Fixed Fee	Total CPFF
3004	Tools Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$139,265,860
3005	ODCs Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	\$15,164,655

COST REIMBURSEMENT CLIN TRAVEL

CLIN	Description		Total Ceiling Price
3003	Long-Distance Travel Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	NTE	\$2,522,163

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
3006	Contract Access Fee	NTE	\$100,000

TOTAL CEILING THIRD OPTION PERIOD CLINs:

\$333,791,454

B.4.5 FOURTH OPTION PERIOD:

MANDATORY TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
4001	Labor (Tasks 1-6)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

OPTIONAL TERM CPFF LABOR CLIN

CLIN	Description	Level of Effort/ # of Hours	Cost	Fixed Fee	Total CPFF
4002	Optional Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

CPFF CLINs Tools and ODCs

CLIN	Description	Cost	Fixed Fee	Total CPFF
4004	Tools Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	(b) (4)
4005	ODCs Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	(b) (4)	(b) (4)	(b) (4)

COST REIMBURSEMENT CLIN TRAVEL

CLIN	Description		Total Ceiling Price
4003	Long-Distance Travel Including Indirect Handling Rate: (b) (4) G&A, (b) (4) MH	NTE	(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
4006	Contract Access Fee	NTE	(b) (4)

TOTAL CEILING FOURTH OPTION PERIOD CLINs:

(b) (4)

GRAND TOTAL CEILING ALL CLINs:

\$885,487,790

B.5 SECTION B TABLES

B.5.1 INDIRECT/MATERIAL HANDLING RATE

Long-Distance Travel, Tools, and ODC costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate ceiling rate specified in the schedule of prices above,

B.5.2 DIRECT LABOR RATES

Labor categories proposed shall be mapped to existing Alliant labor categories.

B.5.3 ACCOUNTING FOR CONTRACTOR MANPOWER

The costs to be reported under this CLIN are those associated with the reporting requirements specified in Section C.5.1.1 and relate to this TO only.

B.6 INCREMENTAL FUNDING

B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

Incremental funding in the amount of **\$1,034,991,146.00** for CLINs 0001 through 3006 is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through May 16, 2022 unless otherwise noted in Section B. The TO, may be modified to add funds incrementally up to the maximum of \$1,080,169,105 over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22,

Task Order 47QFCA18F0073

Modification P00062

Contract # GS00Q09BGD0019

PAGE B-7

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

Incremental Funding Chart for CPFF

See Section J, Attachment D - Incremental Funding Chart (Excel Spreadsheet).

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

C.1 BACKGROUND

The Government is collecting an unprecedented amount of Intelligence Surveillance Reconnaissance (ISR) data and information and it is overwhelming in terms of volume, velocity, and variety. The United States Government (USG) Program Office has a requirement to develop and integrate an open systems architecture that introduces Enterprise Machine Learning Analytics and Persistent Services (eMAPS). The architecture shall be designed to increase the ability to use information obtained from integrated systems to support intelligence, processing, exploitation and dissemination, Mission Command, network systems integration and transmissions support, and Cyber Exploitation disciplines.

The Department of Defense (DoD) has directed that an open standards system approach be used, to the maximum extent practical, as an approach to achieving superior war fighting capability with reduced total operating costs. Open standards systems are expected to control development costs, provide quicker access to emergent technologies, significantly improve network performance, and reduce the costs to maintain and upgrade network systems over ever increasing lifetimes.

C.1.1 PURPOSE

The purpose of this requirement is to deliver enterprise class, industry standard, open architecture equipment and services to support the USG Program Office, DoD partners, and other organizations as determined to include, but not limited to, interagency partners, the Intelligence Community (IC), and coalition partners. There are multiple subtasks within each of the included tasks spanning multiple organizations within the USG Program Office. All tasks are to be supported equally without any one task or subtask being the primary focus of this requirement. This requirement is not focused on any singular capability but rather the full spectrum of Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) support, development, procurement, and integration. Support covers a wide range of technologies to include, but not limited to, neural machine translation, agile software development, expertise in deployable processing, exploitation and dissemination, and deployable integrated mission command. Providing support in this environment also requires an in-depth knowledge of mission-specific operational requirements for several organizations and disciplines leveraged in multiple geographical locations including Continental United States (CONUS) and Outside the Continental United States (OCONUS). The USG Program Office anticipates no more than 20 percent of the travel requirements to be OCONUS. In some cases, the USG Program Office may leverage Commercial Off-The-Shelf (COTS) or Government Off-The-Shelf (GOTS) capabilities to fill a requirements gap. If no COTS or GOTS solution can completely fill the requirements gap, an interim solution of utilizing a COTS or GOTS solution that may not completely meet the requirement would be acceptable in the interest of mission criticality. This solution shall be compliant with all specifications outlined in this document (e.g., Risk Management Framework (RMF), Technology Readiness Level (TRL) 7, etc.). The desire would be to then replace the COTS or GOTS solution with a custom solution or an emergent COTS or GOTS solution that can completely fill the requirements gap.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

C.2 SCOPE

The USG Program Office requires delivery of eMAPS services to support a global architecture comprised of a variety of technologies, ecosystems, and capabilities. The architecture includes expeditionary, mounted (e.g., maritime, vehicles, and aircraft), dismounted, operating bases, fixed ground stations, and garrison headquarters. Main locations are network capable while remote sites are network constrained. Along with machine learning, artificial intelligence, mobile information technology (IT), cloud computing, Internet of Things (IoT), biometrics, virtual networking, software application integration, big data, cyber security technologies, ecosystems, and capabilities comprise the desired future architecture. The architecture and services shall be integrated, deployed, operated, and maintained on unclassified and classified networks to include commercial cloud and Government-classified cloud and coalition networks. The architecture shall support rapidly fielding innovative solutions for mission critical capabilities to address time-sensitive requirements. Systems, techniques, and procedures shall enable the efficient management of individual identities, persistent and non-persistent data, and transactional and non-transactional data. Approximately 20 percent of this requirement is being delivered currently by another contract vehicle that is scheduled to expire June 6, 2018 (with option periods through December 2018 as necessary for transition). The solution developed by the contractor shall continue to support the current architecture and/or subsequently replace it with the new architecture. The current architecture will be defined in the current solution provider's transition-out plan and delivered to the awardee upon award; it shall be incorporated into the awardee's updated draft Transition-In Plan (Section F, Deliverable 13) due at the Kick-Off Meeting. The following support tasks will be transferred from the current effort to this requirement:

- a. Machine Learning
- b. Enterprise Architecture Support
 - 1. Publicly Available Information (PAI) tasks
 - 2. Web service development and integration

C.3 CURRENT INFORMATION TECHNOLOGY (IT)/NETWORK ENVIRONMENT

The USG Program Office currently supports multiple global networks of differing classifications in order to provide C4ISR to multiple DoD organizations and other Governmental partner agencies. There are approximately 100,000 users spread over 45 main sites and 200 remote sites. Growth in terms of data and infrastructure is not expected to exceed an increase of 50 percent with respect to users and/or sites over the life of the TO. These sites are interconnected with both terrestrial and non-terrestrial links, providing a fully meshed, fault tolerant, high-speed, secure communications infrastructure. Terrestrial links are a combination of commercial leased circuits, DoD-owned circuits, leased fiber optics, and DoD-owned fiber optics. Non-terrestrial links consist of high-speed wideband satellite architectures that include Wideband Global Satellite Communications (SATCOM) system (WGS), Société Européenne des Satellites (SES) Other 3 Billion (O3B), and Ovzon OHO among others. These various satellite systems support the X, Ka, and Ku bands. These satellite systems include fixed station, mobile ground vehicular, man packed mobile ground, portable maritime, hardened maritime, and airborne platforms. Additional

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

technologies, such as Line of Sight (LOS) and Beyond Line of Sight (BLOS) Radio Frequency (RF) transmission systems, free space optical carriers, and Common Data Link/Bandwidth Efficient Common Data Link (CDL/BECDL) systems are also used.

The underlying routing and switching hardware is a combination of platforms, to include Cisco, Juniper, F5, and others. Wide Area Network (WAN) acceleration technologies utilized include, but are not limited to, RiverBed appliances (physical and virtual) and software optimization solutions such as IBM Aspera. The multiple datacenters house physical servers as well as leverage virtualization services including, but not limited to, VMware and Microsoft Hyper-V. These are running on multiple compute platforms from manufactures such as Dell, HP, Penguin, Cisco, and others. Storage architectures include systems from NetApp, Dell/EMC, Supermicro, and others. Hyper-converged infrastructure and mobile solutions, such as Nutanix and Klas Telecom, are also currently supported. On-premises cloud solutions are leveraged for multiple X as a Service (XaaS) solutions, such as Software as a Service, Desktop as a Service (Virtual Desktop Infrastructure), Infrastructure as a Service, and Platform as a Service.

C.4 OBJECTIVE

The contractor shall provide an eMAPS solution that will enable the USG Program Office to rapidly employ artificial intelligence, neural, and deep neural networks. The solution shall be capable of performing machine learning and provide the ability to search, visualize, and geospatially render the data. The solution shall also be capable of searching, visualizing, and geospatially rendering the output from other machine learning algorithms. The machine learning solution shall be capable of providing a multitude of applications that enable classification, assessment, recognition, identification, forecasting, and prediction. The enormous amount of data collected from the myriad of airborne, ground, maritime, and other ISR platforms, and its need to shorten collection times, necessitates the USG Program Office to swiftly move into the machine learning era.

Machine learning shall be used for data analytics through the implementation of various algorithms that shall predict, uncover, and determine historical relationships and trends in data. By integrating various algorithms and running the data through these algorithms at the point of ingestion, users' data shall automatically be filtered and organized. Integrating machine learning shall enable predictive analysis, statistical analysis, pattern analysis, pattern recognition, full text analysis, and data recognition across multiple data sets and mission profiles. The end result shall be reliable and repeatable decisions and results that uncover hidden insights through trends in data and make predictions based upon patterns and recognition.

The architecture shall support data demands and speed of decisive action operations and production of intelligence products. The architecture shall enable operations and intelligence in situations with degraded bandwidth. The architecture shall reduce the burden placed on its spectrum, use bandwidth efficiently, and secure the data and networks appropriately. The architecture shall distribute data with no single point of failure and replicate data to nodes across multiple data centers. Bandwidth shall be able to be throttled to ensure disadvantaged users aren't overwhelmed. The architecture shall support ruggedized, lightweight, and

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

tactical/expeditionary missions. This includes a disconnected environment that displays both Friendly and Hostile forces in a Common Operating Picture (COP) simultaneously.

The architecture shall fully support cyber security requirements and have met IC Directive 503 RMF. The architecture shall distribute data with the appropriate classification markings and the solution shall be repeatable across all networks to include cloud solutions, Secure Internet Protocol Network (SIPRNet) and Joint Worldwide Intelligence Communications System (JWICS) domains, as well as Partner and Coalition networks. The architecture shall leverage the local domain to discover the permissions for each user that attempts to access the solution. A comparison of the user's permissions with the access requirements for the requested data is necessary, and if there is a match, the solution shall authorize the user access to the data.

With an architecture in place that enables machine learning and reduces burden on its spectrum as it uses bandwidth efficiently, and with the networks appropriately secured, the USG Program Office can integrate solutions for operators and analysts that are capable of providing the following:

- a. ISR, Processing, Exploitation, and Dissemination Correlation.
- b. Social Media perspectives.
- c. Ground Sensor and Pattern of Life (POL) Activity that includes Facial Recognition, Movement, Equipment, Location and Counts, and analysis to support Operational Environment (Terrain and Threat).
- d. Course of Action Analysis to include the ability to hypothesize future threat actions, Targets Effects (Plan, Execute, and Assess), and analysis.
- e. Information Collection (Plan, Execute, and Assess) Analysis and develop and visualize the COP.
- f. Exploit and analyze PAI.

C.5 TASKS

- a. Task 1 – Provide Project Management Support
- b. Task 2 – Provide Transition Support
- c. Task 3 – Provide Engineering Support
- d. Task 4 – Provide Capability and Asset Management Support
- e. Task 5 – Provide Technical Installation and Integration Support
- f. Task 6 – Provide Training and System Transition Support
- g. Task 7 – Provide Additional eMAPS Augmented Support (Optional)

All performance under this TO shall utilize industry best practices at a minimum. All technical definitions of terms shall be in line with the latest National Institute of Standards and Technology (NIST) definitions and/or applicable Government regulations. For example, Cloud Computing would be defined thusly "Cloud computing is a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

minimal management effort or service provider interaction.” (<https://www.nist.gov/programs-projects/nist-cloud-computing-program-nccp>)

C.5.1 TASK 1 – PROVIDE PROJECT MANAGEMENT SUPPORT

The contractor shall provide project management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this Performance Work Statement (PWS). The contractor shall identify a Project Manager (PM) by name who shall provide management, direction, administration, quality assurance, and leadership of the execution of this TO.

C.5.1.1 SUBTASK 1 – ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the USG Program Office via a secure data collection site. The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the support desk at: <http://www.ecmra.mil/>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor’s systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.5.1.2 SUBTASK 2 – COORDINATE A PROJECT KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a Project Kick-Off Meeting at the location approved by the Government (Section F, Deliverable 02). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, other relevant Government personnel, and the FEDSIM Contracting Officer’s Representative (COR).

At least three days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (Section F, Deliverable 01) for review and approval by the FEDSIM COR and the USG Program Office Technical Point of Contact (TPOC) prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of contacts (POCs) for all parties

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- b. Draft Project Management Plan (PMP) (Section F, Deliverable 06) and discussion including schedule, tasks, etc.
- c. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government)
- d. Staffing Plan and status
- e. Transition-In Plan (Section F, Deliverable 13) and discussion
- f. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs))
- g. Invoicing requirements
- h. Transition discussion
- i. Updated Baseline Quality Control Plan (QCP) (Section F, Deliverable 10)

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report (Section F, Deliverable 36) documenting the Kick-Off Meeting discussion and capturing any action items.

C.5.1.3 SUBTASK 3 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide an MSR (Section J, Attachment F) (Section F, Deliverable 03). The MSR shall include the following:

- a. Activities during reporting period, by task (include on-going activities, new activities, and activities completed, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Personnel gains, losses, and status (security clearance, etc.).
- d. Government actions required.
- e. Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- f. Summary of trips taken, conferences attended, etc. (attach Trip Reports to the MSR for reporting period).
- g. Accumulated invoiced cost for each CLIN up to the previous month.
- h. Projected cost of each CLIN for the current month.
- i. Service Level Agreement (SLAs) scorecard depicting monthly performance against Acceptable Quality Level (AQL) for each SLA.

C.5.1.4 SUBTASK 4 – CONVENE TECHNICAL STATUS MEETINGS

The contractor PM shall convene a monthly Technical Status Meeting with the USG Program Office TPOC, FEDSIM COR, and other Government stakeholders (Section F, Deliverable 04).

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the FEDSIM COR within five workdays following the meeting (Section F, Deliverable 05).

C.5.1.5 SUBTASK 5 – PREPARE A PMP

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a draft PMP (Section F, Deliverable 06) on which the Government will make comments. The final PMP (Section F, Deliverable 07) shall incorporate the Government's comments.

The PMP shall:

- a. Describe the proposed management approach.
- b. Contain detailed Standard Operating Procedures (SOPs) for all tasks and subtasks.
- c. Include milestones, tasks, and subtasks required in this TO.
- d. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between Government organizations.
- e. Describe in detail the contractor's approach to risk management under this TO.
- f. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.

The contractor shall prepare and update, as directed, an SLA (Section F, Deliverable 35) for Government review and approval. The SLAs shall include details on the performance measures, AQLs, and monitoring methods as indicated (Section J, Attachment Y).

C.5.1.6 SUBTASK 6 – UPDATE THE PMP

The PMP is an evolutionary document that shall be updated annually at a minimum (Section F, Deliverable 08). The contractor shall work from the latest Government-approved version of the PMP.

C.5.1.7 SUBTASK 7 – PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report when the request for travel is submitted (Section F, Deliverable 09). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and POC at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained. At a minimum, trip reports shall be prepared with the information provided in Section J, Attachment G.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

C.5.1.8 SUBTASK 8 – UPDATE BASELINE QCP

The contractor shall update the baseline QCP submitted with its proposal (Section F, Deliverable 10) and then provide a final baseline QCP as required in Section F (Section F, Deliverable 11). The contractor shall periodically provide QCP updates, as required in Section F (Section F, Deliverable 12), as changes in program processes are identified.

Within the QCP, the contractor shall identify its approach for providing quality control in meeting the requirements of the TO. The contractor's QCP shall describe its quality control methodology for accomplishing TO performance expectations and objectives. The contractor shall fully discuss its validated processes and procedures that provide high quality performance for each Task Area. The QCP shall describe how the processes integrate with the Government's requirements.

The Government will monitor performance utilizing a Quality Assurance Surveillance Plan (QASP) (Section J, Attachment O).

C.5.2 TASK 2 – PROVIDE TRANSITION SUPPORT

The contractor transition support shall include having all tasks fully staffed with fully qualified personnel, having a plan to integrate staff and assure staff is fully trained, taking over services with no degradation to services, contractor assuming full responsibility for management of all TO requirements, as well as having a plan to transition and deliver all material and information to the Government at the end of the TO.

The contractor shall provide additional augmented support in response to identified crisis action matters with the urgency the matter entails. Additional augmented support shall be staffed and worked within USG Program Office spaces, following the first notification informing the contractor of a request for augmented support.

C.5.2.1 SUBTASK 1 – TRANSITION – IN

The contractor shall update the draft Transition-In Plan (Section F, Deliverable 13) provided with its proposal and provide a final Transition-In Plan as required in Section F (Section F, Deliverable 14). The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Transition-In Plan No Later Than (NLT) ten calendar days after Project Start (PS), and all transition activities shall be completed 90 days after approval of the final Transition-In Plan (Section F, Deliverable 14).

C.5.2.2 SUBTASK 2 – TRANSITION-OUT

The contractor shall provide Transition-Out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The contractor shall provide a draft Transition-Out Plan within six months after PS (Section F, Deliverable 15). The Government will work with the contractor to finalize the Transition-Out Plan (Section F, Deliverable 16) in accordance with Section E. At a minimum, the Transition-

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

Out Plan shall be reviewed and updated on an annual basis (Section F, Deliverable 17). Additionally, the Transition-Out Plan shall be reviewed and updated quarterly during the final Option Period (Section F, Deliverable 17).

In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes
- b. POCs
- c. Location of technical and project management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor to contractor coordination to ensure a seamless transition
- f. Transition of Key Personnel
- g. Schedules and milestones
- h. Actions required of the Government

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

The contractor shall implement its Transition-Out Plan NLT six months prior to expiration of the TO.

C.5.3 TASK 3 – PROVIDE ENGINEERING SUPPORT

The contractor shall provide technical and engineering support services in all phases of procurement, programming, installation, testing, implementing, operation, and necessary maintenance related to worldwide fielding of customer assigned projects and systems. As part of this support, the contractor shall provide complete, operational information systems integrated with full command and control architecture. The contractor shall conduct system requirements gathering and participate in analyses, studies, exercises, tests, evaluations, and demonstrations for the customer. The contractor shall review and/or develop plans and methodologies to successfully design, develop, integrate, and/or migrate networks, systems, applications, databases, and/or infrastructures. All plans shall be approved by the USG Program Office, before the contractor can start the build, integration, or implementation of the proposed solution. This shall include requirements analysis and definition as well as preparation of resulting documentation. In addition, the contractor shall provide expertise and support in system engineering, components, and subsystems; and, the contractor shall ensure the interoperability of proposed systems to existing networks and systems including strategic and tactical communications facilities, ground vehicle, maritime, and airborne platforms.

The contractor shall design, build, procure, and integrate new specialized networking attribution technologies and secured architectures with no attribution to the Government, where appropriate, as well as provide the Government with the technical expertise in low-visibility network operations and secure communications strategies.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

The contractor shall provide technical support to the customer in the establishment of sound and consistent processes for making telecommunications decisions, implementing customer-approved architecture and standards, managing overall voice, data, and visual communications assets (e.g., massive data processing infrastructure, applications and system software, secure communications networks, and telecommunications support resources), and making sound recommendations.

The contractor shall develop a System Functional Requirements Document (SFRD) (Section F, Deliverable 19) and an Engineering and Installation Plan (EIP) (Section F, Deliverable 20) for each project that is supported under this task and all of its subtasks. The EIP shall include the associated costs for the development, testing, and include but no limited to, the costs for the hardware, software, tools, licenses, maintenance, life cycle management. Once the designed solution is approved by the USG Program Office through the SFRD, EIP and other applicable deliverables required in Section C.5, the contractor shall build the approved solution and install or integrate the solution in accordance with (IAW) Section C.5.5.

C.5.3.1 SUBTASK 1 – ENTERPRISE ARCHITECTURE SUPPORT

The contractor shall design, build and integrate an architecture that is standardized and works together to reduce complexity. The architecture shall enable the Government and the supported organizations that ingest data from collection of manned and unmanned sensors to find and fix high value targets of interest in a myriad of environments. The contractor shall execute the following tasks and identify unique and distinct technologies and services and integrate them into the architecture.

- a. The contractor shall provide an eMAPS architecture consisting of open source, COTS and/or GOTS software services solution capable of operating in global environments to include expeditionary, mounted, dismounted, operating bases, fixed ground stations, and garrison headquarters. Additionally, the contractor shall describe the following:
 1. The specifications for each environment.
 2. The architecture's ability to scale to the support adding additional organizations and additional users.
 3. What the architecture looks like when deployed.
 - i. If deployed, identify the locations and organizations that are using these types of form factors.
 4. Current gaps in the architecture and where the contractor recommends the Government fill those gaps – by location and organization.
 5. The methods for monitoring and managing the architecture.
 6. The applications and web services that comprise the architecture.
 7. How the architecture will exchange data (i.e., send and receive).
- b. The contractor shall provide an eMAPS architecture consisting of open source standard architecture with web services and mobile applications capable of geospatially rendering, visualizing, and searching connected data repositories. The solution shall be capable of

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

distributing the data across an open standards architecture and continually execute machine learning. Additionally, the contractor shall describe the following:

1. The application and services that comprise the architecture.
 2. The functions and features of each application and web service.
 3. The method used to distribute and share data across the architecture.
 4. The file types, data standards, and network standards.
 5. The Geospatial Intelligence (GEOINT) cloud services utilized to provide near real-time imagery updates.
 6. The GeoServer and Cesium technologies used for the architecture.
 7. Training to be used to train a user eight hours or less on any applications and web services developed and fielded as part of this effort.
 8. The Application Program Interface format.
- c. The contractor shall provide an eMAPS architecture that distributes data over an architecture that contains no single point of failure and replicates data to a number of nodes across multiple data centers. The architecture shall be capable of managing bandwidth to ensure disadvantaged users at remote sites, who do not contain a vast amount of resources, are active nodes within the eMAPS architecture. Additionally, the contractor shall describe the following:
1. The high availability through redundant services.
 2. The quality service approach utilized and how it interfaces with the Differentiated Services Code Point (DSCP) levels.
 3. The Continuity of Operations Plan.
 4. The load balancing and automatic failover.
- d. The contractor shall provide an eMAPS architecture through RMF at the continuous monitoring level and simultaneously maintaining an Authority to Operate (ATO) on several networks. The eMAPS solution shall be Advanced Encryption Standard (AES)-128 and AES-256 compliant and employ Lightweight Directory Access Protocol (LDAP) to enable lookups via Active Directory Federated Services (ADFS) and Public Key Infrastructure (PKI). The architecture shall authenticate via Kerberos, ADFS, and PKI and establish two-way LDAP, Forrest Trust, ADFS, or PKI. Additionally, the contractor shall describe the following:
1. The RMF process to obtain or maintain the IC Directive 503 RMF.
 2. The application of attribute based security.
 3. The application of user authentication and authorization.
 4. The established technical controls for handling Foreign Intelligence Surveillance Act (FISA) data.
- e. The contractor shall provide an eMAPS architecture to support integrated Commercial Cloud Services (C2S) (such as Amazon Web Services (AWS) Microsoft Azure, etc.) solution for the applications and software defined networking and storage capabilities, applications, and systems operating in these cloud constructs and environments. These

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

solutions shall provide C2S architectures for classifications from unclassified through TS. Additionally, the contractor shall describe the following:

1. The architecture design when it is deployed.
 2. The applications and web services that comprise the cloud architecture.
- f. The contractor shall provide an eMAPS architecture through an agile software development and operations environment and an architecture that will continuously evolve as technologies advance and progress that can withstand a dynamic requirements process. The eMAPS architecture shall be capable of integrating new data sources without any major disruption to the architecture through each development cycle. Additionally, the contractor shall describe the following:
1. The software development and operations process.
 2. The minimum and maximum number of software releases each year.
 3. The maintenance plan for data in its raw state.
 4. The integration of data sets supporting multiple disciplines to include intelligence, public affairs, operations, information operations, and PAI.
- g. The contractor shall provide an eMAPS architecture with mobile, mobility, and wireless capabilities that enables organizations to operate at a minimum with multiple mobile platforms (e.g., Android and Windows) and tough books. Additionally, the contractor shall describe the following:
1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
 3. The integration of the mobile, mobility, and wireless capabilities into the eMAPS architecture.
 4. The ruggedized, lightweight, and expeditionary platform that supports disconnected operations for the Mission Command design when it is deployed.
- h. The contractor shall provide an integrated eMAPS architecture to produce, report, forecast, and analyze various data and PAI. The contractor shall integrate multiple offices, directorates into a professionally branded PAI construct supporting multiple disciplines to include intelligence, public affairs, operations, and information operations. Additionally, the contractor shall describe the following:
1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
 - i. The contractor shall provide user guides, technical guides, and training to the user community for capability delivered. Documentation shall include Interface Control Documentation for all systems and subsystems and shall include any other documentation specified by the Government.

C.5.3.2 SUBTASK 2 – MACHINE LEARNING SERVICES

The contractor shall design, build and integrate an architecture that enables the Government to provide enterprise machine learning services for a wide range of disciplines and missions in all environments globally to include expeditionary, mounted (e.g., maritime, vehicles, aircraft),

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

dismounted, operating bases, fixed ground stations, and garrison headquarters. Additionally, the contractor shall provide the following:

- a. Data analytics and coding to predict, uncover, and determine historical relationships and trends data. The contractor shall focus on machine learning at a minimum in the following categories: geospatial, development operations, cyber security, psychological profiles, social media, text categorization, and video. Additionally, the contractor shall describe the following:
 1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
 3. The disciplines and types of data that can be supported by the machine learning services.
- b. An architecture that supports the following video analytics attributes at a minimum:
 1. Renders bounding boxes with labels on top of the video.
 2. Bounding boxes shall be colored by label.
 3. Bounding boxes shall disappear after one second.
 4. Contain a quick-action button that grabs frame with embedded overlays and stores the erroneous frame in a directory.
 5. Object detection results consist of 0601 Key-Length Value (KLV) format with additional object detection field in eXtensible Markup Language (XML) and/or Javascript Object Notation (JSON).
 6. Side-by-side full motion video and COP within a singular application.
 7. Rewind and fast forward up to a speed multiplier of 32 (32x).
 8. Exploit full motion video frame-by-frame.
 9. Advance video analytics while streaming real-time video and creating products with contrast enhancement, brightness, hue/saturation/gamma, and inverted pixels.
 10. Visualizes object detection results in real time geospatially.
 11. Visualizes entities by track identification on the map.
 12. Implements the COTS specifications with 4-corner information, entity label, entity name, confidence percentage, and video Presentation Timestamp (PTS) information from Minotaur.
 13. Geo-rectifies bounding boxes using 4-corner KLV.
 14. Alerts users when their geospatial boundary that contains an object based on a sensor footprint and labels within the video stream.
 15. Enterprise object detection architecture enables object detection results to be visualized and provides a rewind function for all object detection results in time.
 16. Stores object detection results so that they can be correlated with the correct sensor and played back over the video at exactly the correct time.
 17. Translate documents from multiple foreign languages to English to include, at a minimum, Arabic, German, Russian, Persian, Kurdish, and Tajik.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

18. Categorize multi-media such as images and videos and entities identifying personnel, vehicles, installations, and equipment.
19. Establish automated workflows for forensic imaging and data export for common device types including but not limited to smart phones, flash memory devices such as Secure Digital (SD) cards and USB drives, hard disk drives, and optical media.
20. Perform Optical Character Recognition (OCR) to convert images of text to editable text file.
21. Provide for learning feedback mechanism to further refine contextual translation ability when dealing with phrases vice literal word for word translations.
22. Provide ability to perform real-time Binary Large Object (BLOB) type analysis and classification in video into categorical typesets including but not limited to person, vehicle, building.
23. Provide ability to perform BLOB type analysis and classification in still imagery into categorical typesets including but not limited to person, vehicle, building.
24. Establish baseline supervised correlation algorithms for geospatial, social, and event-based associations.

C.5.3.3 SUBTASK 3 – PERSISTENT SERVICES

The contractor shall design, build and integrate an architecture that provides mechanisms for employing both the required internal and external business standards. These services shall enable the Government and supported organizations to provide persistent services for planning, command and control, processing, exploitation, and dissemination. These services also include IT type services. The contractor shall execute the following tasks and also identify unique/distinct technologies and services.

- a. Provide an eMAPS architecture to support enterprise chat, video, voice, and mapping services. Additionally, the contractor shall describe the following:
 1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
- b. Provide an eMAPS architecture to support social networking, multi-media, PAI, and key performance indicators. Additionally, the contractor shall describe the following:
 1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
- c. Provide an eMAPS architecture with data analytics to support PAI and/or commercially available information. Additionally, the contractor shall describe the following:
 1. The architecture design when it is deployed.
 2. The applications and web services that comprise the architecture.
 3. The design of the entity resolution, disambiguation, tracking of entities across platforms, and geographies when deployed.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- d. Provide an eMAPS architecture with data analytics to support operational environment (terrain and threat), course of action analysis, develop and visualize a COP, hypothesize future threat actions, targets effects (i.e., plan, execute, and assess), and information collection analysis. Additionally, the contractor shall describe the following:
 - 1. The architecture design when it is deployed.
 - 2. The applications and web services that comprise the architecture.
- e. Provide an eMAPS architecture to support decisive action training environment, enable each warfighting function to include intelligence, mission command, movement and maneuvers, fires, sustainment and protection, full spectrum operations, and ensure interoperability between the conventional army, Special Operation Forces (SOF), IC, law enforcement, and coalition partners. Additionally, the contractor shall describe the following:
 - 1. The architecture design when it is deployed meets the following characteristics:
 - i. Open Systems / Standards Architecture.
 - ii. An elastic (scalable, robust) architecture.
 - iii. Integrates intelligence with operations and staff services.
 - iv. Minimum of TRL 7.
 - v. Capable of obtaining Joint Interoperability Test Center (JITC) compliance.
 - vi. Has a completed RMF Body of Evidence (BoE) and is ready for ATO submittal.
 - vii. Provides full motion video management services, collection management services, and geospatial services.
 - viii. Supports multi-media data.
 - 2. The applications and web services that comprise the architecture.
- f. The contractor shall provide support with the Operations and Maintenance (O&M), troubleshooting, and repair of supported systems. The contractor shall analyze test data and report the results in an O&M Status Report (Section F, Deliverable 21).
- g. The contractor shall modify application software to include corrective maintenance, preventative maintenance, and modifications needed to meet new user requirements or changes in underlying design. In addition, the contractor shall install and configure automated tools to track network configuration; monitor status and performance; detect, diagnose, and resolve network problems; and project future capacity requirements.

C.5.3.4 SUBTASK 4 – COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS, AND INTELLIGENCE (C4I) SYSTEMS INTERGRATION SUPPORT

The Government is seeking full lifecycle support for next generation compute, storage, networks, governance, and software/systems development to enhance current and future capabilities of sensors, analytics, software and systems development, business and IT automation, and IT operations. The contractor shall provide governance, compliance, and risk support and consulting for enterprise IT. This support includes, but is not limited to:

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- a. Obtaining, connecting, securing, developing, and optimizing resources and applications in cloud environments.
- b. Developing software and systems for service delivery in global, resource constrained infrastructures.
- c. Developing, deploying, analyzing, and securing IoT technologies and infrastructures.
- d. Designing, deploying, maintaining, and provisioning distributed High Performance computer environments.
- e. Automating and optimizing IT Operations through process improvements, governance, and software.
- f. Improving business processes and automation for Human Resource (HR), Logistics, Operations, Plans, Contracting, and Finance.
- g. Designing, deploying, operating, maintaining, and securing software-defined infrastructures.
- h. Delivering global, near real-time live and on-demand full motion video to robust and austere environments.
- i. Providing managed services and SLAs development for global terrestrial and non-terrestrial WANs, situational awareness networks and devices, IT operations, and video distribution.
- j. Developing, creating and integrating content, analyzing, and deploying augmented reality and virtual reality technologies and systems.
- k. Providing support with the O&M, troubleshooting, and repair of supported systems. The contractor shall analyze test data and report the results in an O&M Status Report (Section F, Deliverable 21).
- l. Modifying application software to include corrective maintenance, preventative maintenance, and modifications needed to meet new user requirements or changes in underlying design. In addition, the contractor shall install and configure automated tools to track network configuration; monitor status and performance; detect, diagnose, and resolve network problems; and project future capacity requirements.

Performance under this task shall at a minimum utilize the following industry best practices as necessary:

- a. Service-oriented Architectures and Micro services.
- b. Project Management Body of Knowledge (PMBOK).
- c. Agile Development.
- d. Information Technology Infrastructure Library (ITIL).
- e. Information Systems Audit and Control Association (ISACA) Control Objectives for Information and Related Technologies (COBIT).
- f. Department of Defense Architecture Framework (DoDAF), The Open Group Architecture Framework (TOGAF), or Federal Enterprise Architecture Framework (FEAF).

C.5.3.5 SUBTASK 5 – C4I TRANSMISSIONS SYSTEMS SUPPORT

Contractor support shall include network transmissions systems innovation through responsive support. The contractor shall have the ability to develop, build and integrate network transmission capabilities across air, land, sea, and space platforms. The Government requires full programmatic support through all phases of project management. The support shall include problem identification and analysis, development of material solutions, test and evaluation of candidate material solutions, fielding, and sustainment. This support includes:

- a. Analysis:
 - 1. Supporting LOS and BLOS RF transmissions systems including, but not limited to, handheld and man-pack radios, RF data links such as Link 16, CDL and BECDL, Full Motion Video Distribution Systems, Geosynchronous, Medium Earth Orbit and Low Earth Orbit satellite architectures, infrastructure, and earth terminals ranging from less than 30 centimeters to greater than seven meters. Supporting airborne, maritime, and ground vehicular Communications On-the Move (COTM) capability and supporting surrogate satellite or near space vehicles.
 - 2. Conducting in depth studies and analysis in order to inform acquisition decisions.
 - 3. Conducting objective market analysis to determine the ability of industry to meet material requirements through COTS capability or to inform the Government on the need to develop a solution to meet a capability gap.
 - 4. Conducting network architecture studies in order to inform the Government of the latest trends in network transport capability that might better support the Government and how best to integrate new capability into the existing Government architecture.
- b. Development:
 - 1. Developing material solutions to capability gaps that cannot be resolved through changes in Tactics, Techniques, and Procedures (TTP).
 - 2. Creating innovative methods to enable the Government to realize operational capability in an 18-month window from idea to field able capability within the DoD acquisition process.
 - 3. Conducting developmental testing, operational user assessments and interface, and supporting testing with interoperability agencies such as the National Assessment Group (NAG) and the JITC.
 - 4. Developing test plans (Section F, Deliverable 29), executing testing, and documenting results.
 - 5. Integrating critical transmissions capabilities across air, land, sea, and space platforms.
 - 6. Developing and integrating mission module capability into the Next Generation Handheld and Manpack radio via either a mission module for the handheld radio or via a module in suitable form factor to fit within the design of the Next Generation Manpack radio. This effort includes developmental efforts related to next generation waveforms for both LOS and BLOS capabilities.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

7. Developing transmission systems test payloads and integrating test payloads onto select fixed wing and other manned and unmanned near space vehicles.
 8. Modifying and integrating select COTS based LOS and BLOS antennas and other communications capabilities for government use, including hardening these capabilities in order to meet Governmental requirements for environmental exposure, shock, and vibration in a military environment. Additionally, ensure compliance for electromagnetic interference and electromagnetic compatibility for use on select ground vehicular, maritime, and airborne platforms.
 9. Conduct pre-planned product improvement (P3I) efforts to previously fielded C4ISR capabilities. This includes integration and test of P3I related efforts post upgrade resultant from the P3I effort.
 10. Test and integrate into the existing C4ISR architecture select commercial service based capabilities, COTS, and GOTS capabilities.
- c. Fielding and Sustainment:
1. Fielding material solutions to CONUS and OCONUS locations.
 2. Supporting Cyber compliance for material solutions.
 3. Drafting Fielding and Deployment Release, DD form 1494, and other documents required for fielding new capability.
 4. Sustaining fielded capability through the Government Configuration Management and Life Cycle Sustainment process. This includes building and managing a Government provided Portal site providing ready visibility to all sustainment activities for the Government.
 5. Procuring capability as required by the customer.
 6. Providing support with the O&M, troubleshooting, and repair of supported systems and analyzing test data and reporting the results in an O&M Status Report (Section F, Deliverable 21).
 7. Modifying application software to include corrective maintenance, preventative maintenance, and modifications needed to meet new user requirements or changes in underlying design. In addition, installing and configuring automated tools to track network configuration; monitoring status and performance; detecting, diagnosing, and resolving network problems; and projecting future capacity requirements.

C.5.4 TASK 4 – PROVIDE CAPABILITY AND ASSET MANAGEMENT SUPPORT

The contractor shall research, develop, and analyze related capabilities and tools. The contractor shall investigate emerging technologies and provide recommendations based on their applicability to the USG Program Office's systems. The contractor shall apply a structured methodology to evaluate and recommend COTS hardware, software, and services to meet specific requirements; adjusting the methodology, when warranted, including prototypes and pilots to address risk. The contractor shall consider Government systems and security agencies (such as JITC) in making these recommendations.

In providing this support, the contractor shall:

Task Order 47QFCA18F0073
Modification P00062
Contract # GS00Q09BGD0019

PAGE C-18

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- a. Inventory and manage existing assets for use when requests or requirements from components are received. This data will be inputted to an existing inventory management system.
- b. Provide recommendations for tools and applications.
- c. Support performance data transfer.
- d. Review new and legacy capabilities.
- e. Provide expertise and input to market research documentation.
- f. Provide input to technical staff in brainstorming sessions.

In addition, the contractor shall provide unique access to and procurement mechanisms for PAI from industry and other Government –approved data sources. The contractor shall provide an inventory of assets purchased and location, as well as planned purchases (Section F, Deliverable 22).

C.5.5 TASK 5 –PROVIDE TECHNICAL INSTALLATION AND INTEGRATION SUPPORT

The contractor shall manage all aspects of the executive staff communication portfolio to include the design, build out and integration of hardware and specialized applications, systems, and platforms that will integrate with existing command architectures and networks.

The contractor shall also support the design, build, installation, and integration of the systems and applications developed in Section C.5.3, as applicable, as well as ensure that all systems and applications are fully integrated into legacy systems and architectures and are consistent with combining all essential elements of information into a single, unified network transportation architecture.

The contractor shall support all communications platforms including ground based vehicular, maritime, and airborne platforms.

Satellite bandwidth required for supporting this effort will be funded by the USG Program Office.

C.5.5.1 SUBTASK 1 – EMAPS ENVIRONMENT BUILD/DEVELOPMENT SUPPORT

The contractor shall develop, build, or produce hardware, software, source codes, and application products to support the eMAPS requirements. Upon approval from the USG Program Office on the designed eMAPS solution to include but, not limited to Enterprise Architecture Support, Machine Learning Services, and Persistent Services and associated documents, the contractor shall develop and build the approved solution. Once the solution is built, tested and approved by the USG Program Office it shall be installed and implemented in the active operational environment. The development and build out not only applies to software, applications, source code, hardware, automated tools, but also all related source and installation build instructions and utilities sufficient to reconstruct the installation media, test installation, and perform testing.

The contractor's development environment shall conform to the following guidelines:

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- a. The development environment shall be logically isolated from other networks, to include corporate enterprise and other classified and unclassified networks.
- b. Security Program guidelines for the environment shall be prepared and delivered to the Government for review and approval before developing any software, application, source code, or hardware.
- c. The Security Program implemented shall use the security controls described in National Institute of Standards and Technology (NIST) Special Publication 800-53 (latest revision), Recommended Security Controls for Federal Information Systems and Organizations as a guide.
- d. The development environment shall be isolated and protected via Government approved firewall technology from the contractor's corporate (and other) network, and when accessed remotely, meet the DoD standards for remote access.

The contractor shall provide hardware and media (Section F, Deliverable 37) for all source code, software, applications, hardware, installation kits, documentation (including those related to architecture, test design and test results, and installation procedures), build procedures/scripts, and any other eMAPS capabilities developed under this TO in a secure manner at the end of each project or as requested by the Government.

C.5.5.2 SUBTASK 2 – PROVIDE TECHNICAL INSTALLATION AND IMPLEMENTATION SUPPORT

The contractor shall conduct initial site surveys at sites provided by the Government. The contractor shall analyze site communications requirements and recommend the necessary complements of equipment to satisfy specific communications and intelligence requirements provided by the Government. The contractor's analysis shall consider site missions and equipment capabilities to achieve an optimum utilization of ground equipment and satellite resources. The contractor shall assure communications equipment accessibility and an acceptable environment, as well as ensure that equipment that will be installed does not interfere with local facilities. The findings of this survey shall be provided in a Site Survey Report (SSR) and Project Concurrence Memorandum (PCM) (Section F, Deliverable 23).

The contractor shall develop the Site Preparation Plan (Section F, Deliverable 24) required to ready a new or existing site to accept new equipment. This plan shall describe the civil, structural, mechanical, and electrical requirements necessary to meet the operating requirements of the new equipment. During this phase the contractor shall develop a Configuration Management Plan (CMP) (Section F, Deliverable 25) and Task Execution Plan (Section F, Deliverable 26). The contractor shall support the design, build, installation and implementation of these systems and applications to include but, not limited to Enterprise Architecture Support, Machine Learning Services, and Persistent Services, as required. In order to accomplish this, the contractor shall perform site surveys and prepare Facility Design Criteria (FDC) (Section F, Deliverable 27), Interface Control Documents (ICDs) (Section F, Deliverable 28), Test Plans (Section F, Deliverable 29), and systems acceptance and accreditation documentation.

As required and identified by the Government, the contractor shall translate system design into testable, maintainable software modules that meet user and design requirements; apply iterative

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

approaches to facilitate staged testing, implementation, and deployment; and apply Commercial Automated Software Engineering (CASE) tools to prototyping activities.

C.5.5.3 SUBTASK 3 – TESTING

The contractor shall support the testing of the systems and applications developed in Section C.5.3 to include but not limited to Machine Learning Services and Persistent Services, as applicable, to obtain requisite certifications. These certifications include but are not limited to ATO from the designated approval authority, NAG evaluation, as well as Joint Interoperability Certification and Assessment from the JITC. Prior to conducting testing, the contractor shall develop a Test Plan (Section F, Deliverable 29). The contractor shall perform analyses, evaluations, tests, reviews, studies, as required, and document and assist in all efforts associated with engineering/configuration support and documentation on various telecommunications systems, such as on Unclassified, Secret, and TS networks. These services may include preparing, reviewing, and/or updating Prime Item Specifications, performing Producibility Engineering and Planning (PEP) and Pre-Production Readiness Production Evaluations (Section F, Deliverable 30), and evaluating material change suggestions and other scientific and technical reports. Further, the contractor shall provide Computer-Aided Design (CAD) design documents (Section F, Deliverable 31) and capabilities to include scanning, plotting, managing, and storing of drawings in digital or analog format.

The contractor shall provide the technical and management support necessary to ensure the customers are able to execute equipment, contractor, and in-house test programs efficiently, effectively, and within established schedule guidelines. The contractor shall assist the Government with designing, planning, and managing test programs that minimize overall programmatic risk thereby increasing the likelihood of efficient, cost-effective initial fielding and lifecycle support of equipment.

The contractor shall test and exercise the appropriate configurations of multiple hardware or software components of information systems or communications networks as necessary to deliver stated levels of performance, interoperability, and maintenance support within the known constraints of the customer or the supported organization's telecommunications infrastructure. Prior to the completion of testing, the contractor shall develop a Technical Acceptance Recommendation (Section F, Deliverable 32) documenting the findings. The Technical Acceptance Recommendation shall be provided to the USG Program Office and FEDSIM COR for review and approval. The contractor shall be available to address any issues encountered during installation, test, or resolve any problems as requested.

C.5.6 TASK 6 –PROVIDE TRAINING AND SYSTEM TRANSITION SUPPORT

The contractor shall provide initial, specialized, technical, and administrative training for the applications and systems developed and procured under this TO to provide the Government with the necessary knowledge to effectively use and manage the systems and applications being fielded and supported. The contractor shall also provide user familiarity training and system management training for the systems and applications developed under this TO. The contractor

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

shall document the training manuals and transition milestones and objectives in a Training Plan (Section F, Deliverable 33).

The contractor shall perform the specified training in both CONUS and OCONUS locations. The contractor shall be prepared to provide training to both Government and non-Government personnel, as well as training specifically developed for approved foreign nationals. The contractor shall also assist the Government in transitioning the system to Government management, as applicable.

The contractor shall provide the following engagement activity support:

- a. Develop, maintain, and periodically publish Training Materials (Section F, Deliverable 34) to ensure an informed and knowledgeable workforce. Training materials include, at a minimum, the following:
 1. Training plans
 2. Training schedules
 3. Procedural documents that may be required
- b. Develop and update classes including any associated training aids, exercises, and tests. Activities required for course instruction include, at a minimum, the following:
 1. Securing classroom locations
 2. Preparing/disseminating course announcements
 3. Registering students
 4. Preparing instructional materials and classrooms
 5. Coordinating with Subject Matter Experts (SMEs)
 6. Preparing certificates
- c. Maintain training records in a database that can easily be manipulated to gather the tailored statistics required by the Government.
- d. Each training course shall be piloted to obtain feedback and updated as necessary to include modifications to the class format, duration, and content.
- e. Maintain the internal Evaluator Development Training Program, which determines evaluator training requirements and how they will be met.
- f. Maintain records that facilitate determining each evaluator's developmental progression.

Training will be conducted in CONUS and OCONUS locations as directed by the Government. Classes may vary in length and in attendees.

**C.5.7 TASK 7 – PROVIDE ADDITIONAL EMAPS AUGMENTED SUPPORT
(OPTIONAL)**

Unpredictable world events require that the USG Program Office have the capability to provide reach-back, additional augmented personnel, support to provide additional eMAPS support to combat threats and conduct SOF activities in pressing situations. The Government reserves the right to exercise additional eMAPS augmented support services at any point during the TO performance, in accordance with the terms and conditions of the contract. The contractor shall

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

provide additional augmented support for any requirement in Section C.5 that is within the scope of the TO. These events may be in conjunction with other USG and DoD organizations as a result of SOF activities in the USG and DoD. Additional as-needed expansion support requirements to counter unknown threats may be variable in length, but the period of performance of each optional CLIN cannot exceed the period in which the optional CLIN is exercised by the FEDSIM CO. The contractor shall meet and maintain requirements identified by the USG Program Office TPOC and the FEDSIM COR during events of contingency, training situations, or wartime in order to support directed expansion planning, exercises, and operations when required by the USG Program Office. Examples include additional cleared and qualified Engineering personnel to provide complimentary communications support during events that require additional support.

When the requirement for additional eMAPS augmented support is identified, the Government will notify the contractor in advance and exercise the optional additional augmented support. The additional augmented support shall not result in a decrease of support to other TO requirements unless approved by the FEDSIM CO and COR.

The following applies to the performance of eMAPS additional augmented support:

- a. The Government will determine the amount of additional eMAPS augmented support required at the time of the crisis action matter. Each crisis action matter may require a different amount and length of augmented support.
- b. The contractor shall provide additional eMAPS augmented support in response to identified crisis action matters with the urgency the matter entails. Additional eMAPS augmented support shall be staffed and worked within USG Program Office spaces, following the first notification informing the contractor of a request for additional augmented support

Once a crisis action matter has been declared ended or the additional augmented support is no longer needed, the contractor shall proceed with an orderly and efficient transition-out period NTE 30 days. During the transition-out period, the contractor shall fully cooperate with, and assist the Government with, activities closing out the crisis action matter, developing required documentation, transferring knowledge, and documenting lessons learned.

SECTION D - PACKAGING AND MARKING

This page intentionally left blank.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the FEDSIM COR and USG Program Office TPOC. The USG Program Office TPOC and Government Site POCs will provide input regarding contractor performance to the FEDSIM COR.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and USG Program Office TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the TO, the contractor's proposal, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the

SECTION E - INSPECTION AND ACCEPTANCE

draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO/COR will provide written notification of acceptance or rejection (Section J, Attachment H) of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

SECTION F – DELIVERABLES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this TO is a one-year base period and four, one-year option periods.

Base Period:	June 7, 2018 through June 6, 2019
First Option Period:	June 7, 2019 through June 6, 2020
Second Option Period:	June 7, 2020 through June 6, 2021
Third Option Period:	June 7, 2021 through June 6, 2022
Fourth Option Period:	June 7, 2022 through June 6, 2023

F.2 PLACE OF PERFORMANCE

The main place of performance is the USG Program Office Fort Bragg, NC location. Additional places of performance are the contractor's location specified in Section H.3.3.1 and CONUS and OCONUS locations. Requests for alternate work locations and associated changes to work schedules must be approved through the TPOC and COR; the contractor can be authorized the use of approved Government issued equipment.

F.3 TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO

The following abbreviations are used in this schedule:

DEL: Deliverable
IAW: In Accordance With
NLT: No Later Than
TOA: Task Order Award
All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Abbreviations in the Government Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, Defense Federal Acquisition Regulation Supplement (DFARS)
252.227-7013 / 252.227-7014
LR: Limited Rights, per DFARS 252.227-7013
RR: Restricted Rights, per DFARS 252.227-7014
GPR: Government Purpose Rights, per DFARS 252.227-7013 / 252.227-7014
LiR: License Rights, per DFARS 252.227-7015

The contractor acknowledges that all deliverables developed at the expense of the Government during the period of performance are the property of the Government. The contractor shall transfer to

SECTION F – DELIVERABLES OR PERFORMANCE

the Government all intellectual property which was developed, purchased on behalf of, or provided by the Government under the performance of this TO.

All products and data developed under this TO shall be delivered with unlimited usage rights, as defined in DFARS clause 252.227.7013 and 7014.

Any collateral agreements (within the meaning of DFARS 252.227-7014) proposed for data, regardless of the type of rights offered, shall be subject to the requirements of TOR Section H.11.1 and H.11.2. For purposes of the foregoing, the terms “collateral agreement,” “Supplier Agreement,” and “Commercial Supplier Agreement” have the same meaning.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
	Project Start (PS)		At TOA	N/A
01	Kick-Off Meeting Agenda	C.5.1.2	At least 3 workdays prior to the Kick-Off Meeting	UR IAW 252.227-7013
02	Kick-Off Meeting	C.5.1.2	Within 25 workdays of TOA	N/A
03	Monthly Status Report	C.5.1.3	Monthly, within 5 workdays of the end of the end of the month	UR IAW 252.227-7013
04	Monthly Technical Status Meeting	C.5.1.4	Monthly	N/A
05	Monthly Technical Status Meeting Minutes	C.5.1.4	5 workdays after Monthly Technical Status Meeting	UR IAW 252.227-7013
06	Draft Project Management Plan	C.5.1.2 C.5.1.5	Due at Kick-Off Meeting	UR IAW 252.227-7013
07	Final Project Management Plan	C.5.1.5	10 workdays after receipt of Government comments	UR IAW 252.227-7013
08	Project Management Plan Updates	C.5.1.6	As project changes occur, no less frequently than annually	UR IAW 252.227-7013
09	Trip Report(s)	C.5.1.7	Within 10 workdays following completion of each trip	UR IAW 252.227-7013

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
10	Updated Baseline Quality Control Plan	C.5.1.2 C.5.1.8	Due at Kick-Off Meeting	UR IAW 252.227-7013
11	Final Baseline Quality Control Plan	C.5.1.8	10 workdays after receipt of Government comments	UR IAW 252.227-7013
12	Quality Control Plan Updates	C.5.1.8	As changes in program processes are identified	UR IAW 252.227-7013
13	Updated Transition-In Plan	C.5.2.1	Due at Kick-Off Meeting	UR IAW 252.227-7013
14	Final Transition-In Plan	C.5.1.2 C.5.2.1	10 workdays after receipt of Government comments	UR IAW 252.227-7013
15	Draft Transition-Out Plan	C.5.2.2	Within 6 months of PS	UR IAW 252.227-7013
16	Final Transition-Out Plan	C.5.2.2	10 workdays after receipt of Government comments	UR IAW 252.227-7013
17	Transition-Out Plan Updates	C.5.2.2	Annually and then quarterly during final Option Period	UR IAW 252.227-7013
18	Copy of TO (initial award and all modifications)	F.4	Within 10 workdays of award	N/A
19	System Functional Requirements Document (SFRD)	C.5.3	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227- 7015
20	Engineering and Installation Plan (EIP)	C.5.3	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227- 7015

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
21	O&M Status Reports	C.5.3.3 C.5.3.4 C.5.3.5	Weekly, at minimum, or within 24 hours of a major event or occurrence	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227-7015
22	Assets Inventory	C.5.4	10 days after each purchase	UR IAW 252.227-7013
23	Site Survey Report (SSR) and Project Concurrence Memorandum (PCM)	C.5.5.2	10 days after the completion of the Site Survey	UR IAW 252.227-7013
24	Site Preparation Plan	C.5.5.2	39 calendar days after installation support is initiated by the Government	UR IAW 252.227-7013
25	Configuration Management Plan (CMP)	C.5.5.2	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227-7015
26	Task Execution Plan	C.5.5.2	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR IAW 252.227-7013
27	Facility Design Criteria (FDC)	C.5.5.2	30 calendar days after each installation support is initiated by the Government, updates within 5 workdays of changes indicated	UR, LR, or GPR IAW with 252.227-013; or UR, RR, or GPR IAW with 252.227-7014; and LiR IAW with 252.227-7015

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
28	Interface Control Documents (ICDs)	C.5.5.2	30 calendar days after each project is initiated by the Government	UR, LR, or GPR IAW with 252.227-7013; or UR, RR, or GPR IAW with 252.227-7014; and LiR IAW with 252.227-7015
29	Test Plans	C.5.5.2 C.5.5.3 C.5.3.5	10 days prior to each scheduled test	UR, LR, or GPR IAW with 252.227-7013; or LiR IAW with 252.227-7015
30	Producibility Engineering and Planning (PEP) and Pre-Production Readiness Production Evaluations	C.5.5.3	10 days prior to each scheduled test	UR, LR, or GPR IAW with 252.227-013; or UR, RR, or GPR IAW with 252.227-7014; and LiR IAW with 252.227-7015
31	Computer-Aided Design (CAD) Design Documents	C.5.5.3	10 days prior to each scheduled test	UR, LR, or GPR IAW with 252.227-2013; or UR, RR, or GPR IAW with 252.227-2014; and LiR IAW with 252.227-7015
32	Technical Acceptance Recommendation	C.5.5.3	10 days after each Initial Project Site Survey Completion, updates within 5 workdays of changes indicated	UR IAW 252.227-2013

SECTION F – DELIVERABLES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
33	Training Plan	C.5.6	30 calendar days after TOA, updates within 5 workdays of changes indicated for each training	UR IAW 252.227-2013
34	Training Material	C.5.6	30 calendar days after TOA, updates within 5 workdays of changes indicated for each training	UR IAW 252.227-2013
35	SLAs	C.5.1.5	PS + 15 days, updated monthly at a minimum	UR IAW 252.227-2013
36	Kick Off Meeting Minutes	C.5.1.3	Within 5 days after Kick Off meeting	UR IAW 252.227-2013
37	Release Hardware or Media with Executable software applications (Object and Source Code) to include baseline documentation with software baseline matrices.	C.5.5.1	Within 5 business days after Government approval of the Technical Acceptance Recommendation	UR IAW 252.227-2013 for documentation; UR IAW 252.227-7014, or RR IAW 252.227-7014, or GPR IAW 252.227-7014 for software, capabilities, source code

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with DFARS 252.227-7013 and 252.227-7014.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (Section F, Deliverable 18). The contractor agrees to provide a detailed written statement specifying the basis for each of its

SECTION F – DELIVERABLES OR PERFORMANCE

proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b) (4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the USG Program Office's designated repository. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- | | |
|-----------------|-------------------------|
| a. Text | Microsoft (MS) Word |
| b. Spreadsheets | MS Excel |
| c. Briefings | MS PowerPoint |
| d. Drawings | MS Visio, MS PowerPoint |
| e. Schedules | MS Project, MS Excel |

F.6 PLACE(S) OF DELIVERY

Copies of all deliverables shall be delivered to the FEDSIM COR(s):

Lateef Hynson (Primary)
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 793-1026
Email: lateef.hynson@gsa.gov
Classified Email: hynsonla@soc.smil.mil

LeAnn Shrout (Alternate)
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, DC 20405
Telephone: 910-364-8001
Email: leann.shrout@gsa.gov

Abigail Schwartz (Alternate)
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington DC 20405
Telephone: 910-691-2287
Email: abigail.schwartz@gsa.gov

SECTION F – DELIVERABLES OR PERFORMANCE

Copies of all deliverables shall also be delivered to the USG Program Office TPOC.

Robert Purtler
Chief, J6 Acquisition and Resource Management
U.S. Program Office
PO BOX 70239, Fort Bragg, NC, 28307
Telephone: 910-514-8420
Email: purtler@jdi.socom.mil
Classified Email: purtler@soc.smil.mil

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment E**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

G.1.1 CONTRACT ADMINISTRATION

Contracting Officer:

Renee Grace
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (571) 499-3906
Email: renee.grace@gsa.gov

Contracting Officer’s Representative(s):

Lateef Hynson (Primary)
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 793-1026
Email: lateef.hynson@gsa.gov

Ty-Salaam Bowman (Alternate)
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, DC 20405
Telephone: (803) 800-1936,
Email: ty.bowman@gsa.gov

Abigail Schwartz (Alternate)
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington DC 20405
Telephone: 910-691-2287
Email: abigail.schwartz@gsa.gov

Task Order 47QFCA18F0073
Modification P00062
Contract # GS00Q09BGD0019

SECTION G – CONTRACT ADMINISTRATION DATA

LeAnn Shrout (Alternate)
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, DC 20405
Telephone: (910) 364-8001,
Email: leann.shrout@gsa.gov

Technical Point of Contact:

Robert Purtle
Chief, J6 Acquisition and Resource Management
U.S. Program Office
PO BOX 70239, Fort Bragg, NC, 28307
Telephone: 910-514-8420
Email: purtler@jdi.socom.mil

Government Site POC (GSP)

Brian Bounds
U.S. Program Office
PO BOX 70239, Fort Bragg, NC, 28307
Telephone: (b) (6)
Email: (b) (6)

Major John “Tosh” Lancaster
10401 Totten Rd, Bldg 399, Third Floor
Ft. Belvoir, VA 22060-5858 PRN 8A-0640
Telephone: (b) (6)
Email: (b) (6)

Regional POC (RPOC)

Weston Seal
Special Operations Command Europe (SOCEUR)
Email: (b) (6)

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order 47QFCA18F0073
Modification P00062
Contract # GS00Q09BGD0019

SECTION G – CONTRACT ADMINISTRATION DATA

Task Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: DE00880

Project Title: eMAPS

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into TOS in the ASSIST Portal. Summary charges on invoices shall match the charges listed in TOS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

G.3 INVOICE REQUIREMENTS

The contractor may invoice the fixed fee on a monthly basis. The monthly fixed fee invoiced shall be proportionate to the amount of labor expended for the month invoiced.

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and USG Program Office TPOC for review prior to its submission to GSA. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9. The contractor shall submit simultaneous copies of the invoice to both GSA and the client POC. Receipts are provided on an as requested basis.

If the TO has different contract types, each shall be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following metadata:

Task Order 47QFCA18F0073

Modification P00062

Contract # GS00Q09BGD0019

Page G-3

SECTION G – CONTRACT ADMINISTRATION DATA

- a. GWAC Contract Number
- b. Task Order Award Number (NOT the Solicitation Number)
- c. Contractor Invoice Number
- d. Contractor Name
- e. Point of Contact Information
- f. Current period of performance.
- g. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

G.3.1 COST-PLUS-FIXED-FEE (CPFF) CLINS (FOR LABOR)

The contractor may invoice monthly on the basis of cost incurred for the CPFF CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company
- c. Exempt or non-exempt designation
- d. Employee Alliant labor category
- e. Current monthly and total cumulative hours worked
- f. Direct Labor Rate
- g. Corresponding TO bid rate
- h. Effective hourly rate (e.g., cumulative costs/cumulative hours)
- i. Current approved billing rate percentages in support of costs billed
- j. Itemization of cost centers applied to each individual invoiced
- k. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)
- l. Fixed Fee Amount
- m. Any cost incurred not billed by CLIN (e.g., lagging costs)
- n. Labor adjustments from any previous months (e.g., timesheet corrections)
- o. Provide comments for deviations outside of (10%)

All cost presentations provided by the contractor shall also include OH charges and G&A charges and rates being applied by individual with associated cost center information.

G.3.2 TOOLS AND OTHER DIRECT COSTS (ODCS)

The contractor may invoice monthly on the basis of cost incurred for the Tools and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Tools and/or ODCs purchased
- b. Request to Initiate Purchase (RIP) number or identifier
- c. Date accepted by the Government
- d. Associated CLIN
- e. Project-to-date totals by CLIN
- f. Cost incurred not billed by CLIN
- g. Remaining balance of the CLIN

All cost presentations provided by the contractor shall also include OH charges, G&A charges, and Fee in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR as applicable. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN and Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN and Task. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request (TAR) number or identifier, approver name, and approval date
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days

SECTION G – CONTRACT ADMINISTRATION DATA

- e. Dates of travel
- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs
- j. Total charges
- k. Explanation of variances exceeding ten percent of the approved versus actual costs
- l. Indirect handling rate

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's DCAA cost disclosure statement.

G.4 TASK ORDER CLOSEOUT

The Government will unilaterally close out the TO no later than six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

H.1 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO.

- a. Project Manager (PM)
- b. Chief Technologist Lead (CTL)
- c. Senior Engineering Manager
- d. Senior Telecommunications Engineer

The Government desires that Key Personnel be assigned for the duration of the TO. All Key Personnel shall have a current TS Clearance with Sensitive Compartmentalized Information (SCI) determination reflected in JPAS at proposal submission.

H.1.1 PROJECT MANAGER (PM)

The PM shall act as the overall lead, manager, and administrator for the contracted effort. The PM shall direct efforts of cross-competency teams, to include contractors at multiple locations, and shall serve as the primary interface and POC with Government program authorities and representatives on technical and project issues. The PM shall be responsible for regularly briefing leadership on program status and milestones. The PM shall oversee contractor personnel project operations by developing procedures, planning, and directing execution of the contractual, technical, multi-disciplinary engineering, programming, maintenance, and administrative support effort, and monitoring and reporting progress. The PM shall manage acquisition and employment of project resources and control financial and administrative aspects of the project.

It is required that the PM has the following qualifications:

- a. A minimum, Bachelor’s degree in engineering, computer science, or other related technical field or Bachelor’s degree in a business or management-related field accompanied by experience managing complex engineering TOs.
- b. A minimum of six years of experience managing complex projects of a similar size, scope, and complexity to Section C requirements and an active certification in one of the following:
 - 1. Active Project Management Institute (PMI) Project Management Professional.
 - 2. Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management.
 - 3. Federal Acquisition Certification for Program and Project Managers (FAC P/PM) Level 3.

It is desired that the PM has the following qualifications:

- a. Master’s degree in engineering, computer science, or other related technical field.
- b. Ten years of experience in a military environment performing in a related subject area (engineering, computer science, etc.) to that of the TOR.
- c. Twenty years of experience working as a contractor Project Manager supporting Government requirements similar to the TOR.

- d. An active PMI Project Management Professional, Program Management Professional (PgMP) certification, DAWIA Level III Program Management certification, the FAC P/PM Level 3, or Certified Scrum Master.
- e. Six years of experience leading a team utilizing Agile Software Development methodologies to successfully integrate Mission Command and Processing, Exploitation and Dissemination web services that have been certified and accredited following an RMF.

H.1.2 CHIEF TECHNOLOGIST LEAD (CTL)

The CTL shall be responsible for overseeing all technical aspects of the project that involves engineering development, architecture, integration and interface design analysis, installation, integration, fielding and field analysis, operations, maintenance, and testing of hardware and software. The CTL shall ensure that technical planning, leading, organizing, and motivating of teams of contractors and subcontractors are being achieved to a high level of performance, technical, and engineering quality. The CTL shall be responsible for researching, cost-justifying, recommending, and establishing current and future hardware and software architectures for all aspects of IT, from networks to operating systems and shared software services.

The CTL shall support system-level design and configuration of products including determination of hardware, operating system, and other platform specifications to meet project requirements while maintaining interoperability with existing sponsor network(s). The CTL shall perform a variety of network engineering tasks and activities concerned with major systems design, integration, and implementation, and shall often be called on to troubleshoot unique or complex problems.

It is required that the CTL has the following qualifications:

- a. Masters of Science/Engineering degree in Electrical, Computer Engineering, System Engineering, Network Engineering or other related technical field.
- b. A minimum of ten years of experience managing complex projects of a similar scope and complexity encompassing machine learning, artificial intelligence, mobile IT, cloud computing, IoT, biometrics, virtual networking, software application integration, big data, cyber security technologies, ecosystems, and architecture.
- c. A minimum of six years of experience leading a team utilizing Agile Software Development methodologies to successfully integrate Mission Command and Processing, Exploitation, and Dissemination web services that have been certified and accredited following the Government's RMF.
- d. 8570 certification (minimum Information Assurance Management (IAM) Level III)

It is desired that the CTL has the following qualifications:

- a. Cisco Certified Internetwork Expert (CCIE) certification or equivalent.
- b. Microsoft Certified Solutions Expert (MCSE) certification or equivalent.
- c. In-depth experience supporting a global IT architecture within the DOD and Special Operations Community.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- d. Experience and knowledge of Continuity of Operations (COOP) and Alternate Operating Locations (AOL).
- e. Experience in collaborating with counterparts in other DOD and governmental organizations and at senior levels, where customers and mission areas supported.
- f. Proven skills in translating requirements into functional solutions.
- g. Proven skills in managing the development and implementation of new technology, to include the design, integration, migration of network infrastructure and services, maintenance and troubleshooting, and recommending enhancements.
- h. Ten years of experience supporting operations centers supporting 15,000 or more customers and integrating service providers for a blend of basic and premier customers.
- i. Six years of experience and extensive knowledge of Federal, DoD, and agency regulations, standards, guidelines, and framework applicable to communication activities and DOD acquisition.
- j. Ten years of experience designing local, regional, WAN, and network systems and subsystems supporting voice, video, data, and imagery information.
- k. Ten years of experience leading teams of network, system, and architecture engineers.
- l. Ten years working with DoD IA policy and guidelines and applying their implications on network architecture design and configuration.
- m. Cloud Certification
- n. Internet Protocol Engineering Professional (IPEP)
- o. Registered Communications distribution designer (RCDD)
- p. Certified Telecommunications Network Specialist (CTNS)
- q. Systems Security Certified Practitioner (SSCP)
- r. Comp TIA Advance Security Practitioner (CASP)

H.1.3 SENIOR ENGINEERING MANAGER

The Senior Engineering Manager is responsible for multiple teams engaged in the technical design and engineering functions, directs the technical organization to ensure progress according to technical objectives within budgetary and schedule guidelines, oversees the design of both new and existing IT products, analyzes, evaluates, and plans methods of approach and organizes the means to achieve solutions to highly complex technical problems.

It is required that the Senior Engineering Manager has the following qualifications:

- a. Bachelors of Science/Engineering degree in Electrical, Physics or Engineering Technology with course work equivalent to a BSSE program.
- b. A minimum of six years of experience managing complex projects of a similar scope, and complexity to Section C requirements.
- c. Six years of performance as an IT engineer.

It is desired that the Senior Engineering Manager has the following qualifications:

- a. Master's degree in engineering, computer science, or other related technical field.

H.1.4 SENIOR TELECOMMUNICATIONS ENGINEER

The Senior Telecommunications Engineer studies, designs, engineers, constructs, installs, and coordinates telecommunications equipment, systems, and facilities; and performs engineering studies involving equipment, applications, or theoretical analyses of such engineering methodologies.

It is required that the Senior Telecommunications Engineer has the following qualifications:

- a. Bachelors of Science/Engineering degree in Electrical, Physics, or Engineering Technology with course work equivalent to a BSSE program.
- b. A minimum of six years of experience managing complex projects of a similar size, scope, and complexity to Section C requirements.
- c. Three years as a Senior Telecommunications Engineer.
- d. Three years planning and executing local and long-haul communications

It is desired that the Senior Telecommunications Engineer has the following qualifications:

- a. Master's degree in engineering, computer science, or other related technical field.

H.1.5 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than personnel specified in proposals in response to a TOR, the contractor shall notify the FEDSIM CO and the FEDSIM COR of the existing TO. This notification shall be no later than fifteen calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

H.2 GOVERNMENT-FURNISHED PROPERTY (GFP) AND GOVERNMENT-FURNISHED INFORMATION (GFI)

The contractor shall provide written confirmation of receipt for and maintain custody and accountability of any GFP including hardware, software, and GFI provided during the course of performance of this effort. All GFP will be returned to the customer in "as is" condition at the end of the period of performance.

H.3 SECURITY REQUIREMENTS

H.3.1 INFORMATION ASSURANCE

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

H.3.2 SECURITY CLEARANCES

In order to report to USG Program Office designated spaces for the first day of employment, contractor personnel must possess a current TS clearance with an SCI determination reflected in Joint Personnel Adjudication System (JPAS) and be formally nominated by their company's security office to be indoctrinated into SCI programs. All contractor personnel proposed to work in an USG Program Office designated space shall be TS/SCI eligible at time of proposal submission. A large majority of the work under this TO is expected to take place in a USG Program Office designated space. As a result, the Government estimates at least 95 percent of contractor personnel are required to:

- a. Have undergone a Single Scope Background Investigation (SSBI) or Single Scope Background Investigation Periodic Review (SSBI-PR) within the last five years that was favorably adjudicated.
- b. Have no break, greater than 24 months, in military service, Federal civilian employment, or access to classified information under the Industrial Security Program.
- c. Possess a current TS security determination.
- d. Possess a SCI determination reflected in JPAS.

If any contracted personnel are unable to obtain a TS clearance with access to SCI within 30 calendar days of initiating support under this TO, the contractor shall:

- a. Notify the Government.
- b. Terminate billing for the employee against the TO.

Furthermore, if any contracted personnel employed by the contractor in support of this TO fail to maintain the required security clearance or access, the contractor shall:

- a. Notify the Government of this discrepancy.
- b. Remove the employee from the USG Program Office designated site.
- c. Terminate billing for the employee against the TO effective the date of loss of clearance.

Each contractor personnel, to include any subcontractors, shall be the subject of an SSBI (with Periodic Reinvestigations based on an SBPR/PPR every five years) and granted a TS/SCI security clearance. It is incumbent upon the contractor to ensure that the necessary security paperwork is submitted in sufficient time to enable each individual contractor to be cleared prior to beginning work on this contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor personnel, to include any subcontractors, will have access to unclassified and classified data. For access to classified information, the contractor shall ensure that all personnel having access to classified information have the necessary security clearances. Contractor personnel visiting any Government facility in conjunction with this contract shall be subject to the standards of conduct applicable to Government employees. Site-specific approval regarding access to sensitive materials, computer facility access, issue of security badges, etc. shall be coordinated with the Program Officer (PO) as required.

PKI Requirements: Where interoperable DoD PKI or CACs are required for the exchange of unclassified information between DoD and its vendors and contractors or for access to Public Key-enabled information systems and websites, industry partners shall obtain all necessary certificates. The Government will support the issuing of CACs.

The contractor shall be responsible for providing the appropriate documentation to the Government in order to be properly provided with the Government CAC. The contractor shall comply with all DoD regulations concerning the acquisition of CACs for all contractor personnel, in accordance with the policies and procedures currently in use at each customer location.

The contractor shall provide each employee an identification (ID) badge which shall indicate the date of the start of the contract or the employees' employment start date. The ID badge shall be made of non-metallic material. The badge shall be easily readable and include employee's name, contractor's name, functional area of assignment, and color photograph. The contracting officer or his or her authorized representative shall approve the ID badge template before the start date.

Contractor personnel shall wear the ID badge at all times when performing work under this order/contract to include attending Government meetings and conferences within the facility. The contractor shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

Contractor personnel not requiring a personnel security clearance, but performing Automated Data Processing (ADP) sensitive duties, are subject to investigative and assignment requirements in accordance with DoD 5200.2R, DoD Personnel Security Program, and affiliated regulations. The contractor shall provide escort for uncleared personnel.

The Government will be responsible for obtaining security certification for all equipment/systems processing classified information. The Government will identify security certification requirements to the contractor during review of the initial site survey. The contractor shall ensure its O&M procedures comply with those regulations identified within the DD254, Contract Security Classification Specification, which is a part of this contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

All security requirements for this task are defined in the attached DD254 (Section J, Attachment I).

H.3.3 FACILITY CLEARANCE LEVEL

The contractor shall have a TS level facility clearance. The contractor shall require access to COMSEC information, SCI intelligence information, North Atlantic Treaty Organization (NATO) information, Foreign Government information, and For Official Use Only (FOUO) information.

H.3.3.1 CONTRACTOR FACILITY

To support the USG Program Office, the contractor shall provide a facility within 30 straight line miles of Pope Army Airfield in NC. This facility must have the following characteristics:

1. Measuring at a minimum 20,000 square foot with 100,000 cubic foot of storage space.
2. Space will be environmentally controlled, and certified to store Controlled Cryptographic Items (CCI).
3. Must have a Sensitive Compartmented Information Facility (SCIF) accreditation.

H.4 ANTI-TERRORISM (AT)/OPERATIONS SECURITY (OPSEC)

H.4.1 For contractors requiring CAC. Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the Federal Bureau of Investigation (FBI) fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

H.4.2 For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors outside the U.S. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives

H.4.3 For contracts that require handling or access to classified information. The contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial

Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DoD 5220.22-M, notice of which has been furnished to the contractor.

H.5 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.5.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

The term “contractor” used in this section includes any person, firm, or corporation which has a majority or controlling interest in the Corporation or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority of controlling interest.

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (Section J, Attachment J). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If the contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

H.5.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment K and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are listed on a signed Addendum to Corporate NDA Form (Section J, Attachment L) prior to the commencement of any work on the TO.
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- c. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.6 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

H.7 TRAVEL

Transportation may be commercial means or when mission requirements dictate, the Government may provide transportation for the desired travel via Government vehicle (e.g., car, van, or small truck) or Government aircraft (both fixed wing and rotary).

When contractor personnel are deployed in support of Government exercises and operations, the Government will authorize the use of Government facilities and privileges in the theater of operations. Authorizations will include access to the Post Exchange and commissary, care and treatment at medical and dental facilities, and the use of Government messing and billeting.

H.7.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the contiguous U.S.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances for Foreign Areas” - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

Travel to OCONUS locations shall be in accordance with DFARS 252.225.7995. When contractor personnel are deployed in support of exercises and operations, the Government will conduct theater specific training and briefings, issue theater specific clothing and individual equipment, ensure that medical requirements (such as immunization, DNA screening, HIV testing, and dental examinations) for deployment have been met and arrange for transportation to the theater of operations.

H.7.2 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this TO, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (Section J, Attachment M) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR, JTR, or DSSR.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval, at least five days before travel, when Government request to travel occurs more than five days in advance of travel.
- g. Contain USG Program Office TPOC or Government Site POC Approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

Unauthorized travel, or travel not coordinated with the FEDSIM COR or USG Program Office TPOC, shall not be reimbursed.

H.7.2.1 SECURITY REQUIREMENTS FOR FOREIGN TRAVEL

The contractor may be required to travel internationally during the TO PoP. The contractor shall adhere to the regulations stated in Section H.7.2.1 and ensure all contractor personnel traveling overseas have the required documentation and approvals. The contractor shall comply with the DoD Foreign Clearance Guide (FCG) for travel to a foreign country.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

For travel to Korea for durations of less than 90 days (within 12 months), the contractor shall consult the following website for applicable training information: www.usfk.mil/.

For travel requirements/restrictions to any other foreign country, see the FCG at the following website for applicable information: <https://www.fcg.pentagon.mil/fcg.cfm>.

Contractor personnel traveling under DoD sponsorship in support of a DoD TO are considered DoD-sponsored personnel for DoD FCG purposes. The contractor and sponsoring agency will ensure all pre-travel requirements are met and annotated in accordance with FCG. An APACS request will be submitted NLT 30 days prior to departure date. FCG directs the use of the APACS as the web-based tool to create, submit, coordinate, and approve personnel travel clearances (special area, theater, and country) for DoD-sponsored official travel. Upon submittal of an APACS request, the system will provide the user with a tracking number; this will be forwarded to the applicable Technical Lead. The DoD Component(s) sponsoring the DoD contractor travel, will ensure that all necessary clearances (country, theater, and special area clearances, as required) are received before commencing travel. DoD-sponsored contractors shall obtain the proper identification credentials (e.g., passport and visa) to enter and exit each country. The contractor shall stay abreast of all overseas security requirement changes and implement changes as they occur.

H.7.3 TRAVEL DOCUMENTS

As part of the processing of contractor personnel, the Government will provide the following distinct forms of identification:

- a. Visas. When deployed in support of the Government, contractor personnel are required to carry a valid passport and visas at all times. The contractor shall coordinate through the Department of State and appropriate embassies for use and issuance of Official U.S. passports and the required visas for travel in support of the Government.
- b. CAC. This card identifies one's status as a contractor employee accompanying the U.S. Armed Forces. This card serves as ID and authorizes access to military facilities.
- c. DD Form 1173 (Uniformed Services ID and Privilege Card). This card is required for access to facilities and use of privileges afforded to military, Government civilians, and military dependents.
- d. DD Form 489 (Geneva Conventions Identity Card for Persons who accompany the Armed Forces). This card identifies one's status as a contractor employee accompanying the U.S. Armed Forces. This card must be carried at all times when in the theater of operations.
- e. International Driver's Permit/License. The international licensing is required to support exercises and operations overseas. The contractor may be required to drive rental and military vehicles in the performance of their duties.
- f. Personal ID Tags. The ID tags shall include the following information: full name, Social Security Number (SSN), blood type, and religious preference. These tags should be worn at all times when in the theater of operations.
- g. Other ID Cards. In addition, other identification cards, courier cards, badges, etc. shall be issued depending on the Government's security requirements.

H.7.4 INSURANCE

The contractor shall be required to have insurance in connection with FAR 52.228-5, (Insurance – Work on a Government Installation) found in Section I.

- a. Workman's compensation insurance required by law of the State where performance is conducted.
- b. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
- c. Property Damage liability with a limit of not less than \$100,000 for each occurrence.
- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage liability insurance with a limit of not less than \$50,000 for each occurrence.

H.7.5 LONG TERM TRAVEL

In order to encourage contractors to take advantage of cost saving opportunities available for long-term travel, contractors performing Temporary Duty (TDY) for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- a. On the travel day to the TDY location, the contractor receives up to 100 percent lodging per diem at the locality rate and 75 percent meals and incidental expenses (M&IE).
- b. For long-term TDY lasting 31 to 180 days (in a single location), the authorized flat rate is 75 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- c. For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location. Normally, TDY over 180 days is prohibited, but may be authorized at a very senior level when justified.
- d. When using a flat rate per diem, contractors are not required to submit a lodging receipt but are required to validate to the USG Program Office TPOC and FEDSIM COR that they did incur lodging costs.

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate they should contact the USG Program Office TPOC. If both the contractor and the USG Program Office TPOC determine that lodging is not available at the reduced per diem rate, the FEDSIM COR may authorize actual cost lodging (not to exceed the locality per diem rate) However, the contractor will receive M&IE at the reduced rate (75 percent for TDY of 31 to 180 days and 55 percent for TDY of greater than 181 days).

H.8 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to FAR 28.305, DBA insurance coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness outside the U.S.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

DBA insurance may be charged as either a direct or indirect cost consistent with DCAA-approved accounting system, and certificate of insurance or endorsement (insurance policy) shall be furnished to the FEDSIM CO/COR prior to any international travel. If required and approved by the FEDSIM CO, additional DBA riders may be charged as a direct cost to the Government.

H.9 DEPLOYMENT REQUIREMENTS

The requirements of this TO have been identified by the USG as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the Area of Responsibility (AOR), regardless if they are temporary travelers or permanently deployed.

The contractor shall be responsible for performing all requirements of this TO notwithstanding crisis situations, contingencies, or exercises including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract for cause.

The contractor shall ensure all employees and subcontractors participate in any necessary pre-deployment qualification training at the USG Program Office location and with units preparing for deployment for up to six weeks. The personnel in each team shall be available for deployment or duty at other designated CONUS locations at the end of that training period. The USG Program Office shall determine the actual initial deployment dates based on mission requirements. The USG Program Office will assess individual performance during training in order to validate readiness to perform all tasks, subtasks, and duties. The Government will provide the following training (as needed):

- a. Individual pre-deployment training in accordance with DoD requirements.
- b. Weapons qualification training, if required by arming authorization (only if authorized by the FEDSIM CO).
- c. Technical and functional training at the USG Program Office on regional operational procedures, the threat situation, and all operational and intelligence tools necessary to perform duties at the USG Program Office and when deployed with forward elements.

Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

H.9.1 PRE-DEPLOYMENT PROCESSING

The CONUS Replacement Center (CRC) at Fort Bliss, Texas (<https://www.bliss.army.mil/CRC/>) is currently the designated processing site for personnel deploying to hazard duty/combat zones (HD/CZ) locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en-route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness.
- b. Theater Specific Individual Readiness Training (TSIRT) certifications.
- c. Current Individual Readiness File (IRF) records needed for identification and processing.
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service).
- e. Any other preparation to prevent rejection by the CRC.

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Deploying contractor personnel shall sign a property hand receipt when equipment is delivered into their possession. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

H.9.2 PASSPORTS AND CUSTOMS

The contractor shall be responsible for obtaining all passports, or other documents necessary to enter and/or exit any area(s) identified by the USG Program Office TPOC and FEDSIM COR for contractor employees.

All contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

H.9.3 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor employees, including sub-contractors, comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall comply, and shall ensure, that all deployed employees and agents comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., Status of Forces Agreements (SOFAs), Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over contract requirements.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- a. The contractor shall take actions to ensure the professional conduct of its employees and sub-contractors.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor employee performance and conduct problems identified by the cognizant FEDSIM CO or COR.
- c. The FEDSIM CO may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H.9.4 SPECIAL LEGAL CONSIDERATIONS

- a. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, U.S. Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.
- b. Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offence had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.9.5 ACCOUNTING FOR PERSONNEL

As directed by the FEDSIM CO or COR and based on instructions of the Theater Commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, SSN, or other official identity document number.

H.9.6 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor employee departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as directed by the FEDSIM CO.

The contractor shall prepare plans for support of military operations as required by the contract as directed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM CO or COR a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

The contractor shall designate a POC for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

H.9.7 FORCE PROTECTION

While performing duties in accordance with the terms and conditions of the contract, the Service/Agency (e.g., Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) will provide force protection to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of force protection options and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

H.9.8 VEHICLE AND EQUIPMENT OPERATION

The contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the PWS.

Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the FEDSIM CO or COR.

The Government, at its discretion, may train and license contractor employees to operate military-owned or leased equipment.

The contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military-owned or leased equipment.

H.9.9 LIVING UNDER FIELD CONDITIONS

If requested by the contractor, and if available, the Government will provide contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations.

H.9.10 MORALE, WELFARE, AND RECREATION

The Government will provide contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

H.9.11 REST AND RECUPERATION (R&R)

Deployed personnel shall be eligible for one R&R trip to contractor Home of Record (HOR) per year of deployment. Airline fare and per diem for travel days are authorized in accordance with

SECTION H – SPECIAL CONTRACT REQUIREMENTS

the FTR. The traveler can travel to an alternate location other than the HOR, but costs above those calculated for the trip to and from HOR must be covered by the traveler.

H.9.12 HEALTH AND LIFE INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the Department of Labor.

H.9.13 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DoD, DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

H.9.14 RETURN PROCEDURES

Upon notification of return, the USG Program Office TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all Government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to Government control upon completion of the deployment. The contractor shall provide the USG Program Office TPOC with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The contractor shall be liable for any Government-furnished clothing and equipment not returned to the Government.

H.9.15 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the Department of State where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid USG civilian employees, in accordance with the provisions of the DSSR Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed under the ODC CLIN.

H.9.16 STATUS OF FORCES AGREEMENTS (SOFA)

The USG Program Office TPOC will inform the contractor of the existence of all relevant SOFAs and other similar documents, and provide copies upon request. The contractor shall be

responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc., of any applicable SOFAs, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar, related agreements. The contractor shall be responsible for providing the Government with the required documentation to acquire invited contractor or technical expert status, if required, by the applicable SOFA.

H.9.16.1 KOREA SOFA STATUS PROVISIONS

IC and TR status shall be governed by the U.S.- Republic of Korea (ROK) SOFA as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the U.S. Forces Korea homepage <http://www.usfk.mil>. In addition, the contractor shall also adhere to guidance provided in the Korea SOFA Guide.

TO personnel may be classified as members of the “civilian component” under Article I-(b) of the SOFA between Korea and the U.S. This classification may be available, upon application, to all of the contractor personnel who are U.S. citizens, who do not ordinarily reside in Korea, and whose presence in Korea is necessary for the execution of this TO. This classification may entitle the employee to enter Korea, pursuant to invitational orders, under Article IX of the SOFA. Contractor personnel classified as members of the “civilian component” under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the “civilian component” in Korea. The following privileges may be extended in accordance with current U.S. DoD Directives, Military Base Interservice Support Agreements, and the SOFA.

- a. Entry into and exit from Korea as “exempt personnel.”
- b. Duty-free import-export into and from Korea.
- c. U.S. Customs exemptions under U.S. Forces Japan (USFJ) Public Law (PL) 4-3.
- d. U.S. Customs exemptions under the Tariff Act of 1930.
- e. Army Air Force Exchange Service (AAFES), exchange service station, theater, and commissary, subject to Merchandise Control Directives to be administered through the Office of Information.
- f. Laundry and dry cleaning.
- g. Military banking facilities.
- h. Transient billeting facilities on a space available basis, not to exceed three days and three nights.
- i. Open mess (club) membership, as determined by each respective club.
- j. Casualty assistance (mortuary services) on a reimbursable basis, as specified in AFI 34-501.
- k. Routine medical care to be provided on a reimbursable basis, in accordance with AFI 41-115.
- l. Dental care is limited to relief of emergencies on a reimbursable basis.
- m. Employment, emergency leave, and home leave-type travel and transportation for principal U.S. civilian employees and their families will be provided on a reimbursable basis, insofar as such travel and transportation entitlements do not exceed those

SECTION H – SPECIAL CONTRACT REQUIREMENTS

authorized members of the U.S. civilian component. The contractor shall not be allowed space available travel privileges aboard Air Mobility Command contract or military aircraft as provided military personnel unless such person travels in a retired military status.

- n. Department of Defense Dependent Schools (DODDS) Elementary and Secondary Education facilities on a space available, tuition-paying basis.
- o. Postal support, as authorized by DoD 4525-8AF Sup 1.
- p. Local recreation services on a space available basis.
- q. Armed Forces Recreation Center, on a space available basis.
- r. Privately Owned Vehicle (POV) operator's license.
- s. Registration of POV.
- t. Purchase of petroleum and oil products.

Whenever the word "reimbursable" is used in the aforementioned logistic support/privileges, it means that the contractor shall pay the U.S. Government for the services rendered and/or supplies utilized.

H.10 TOOLS (HARDWARE/SOFTWARE) AND ODCS

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR an RIP (Section J, Attachment N).

H.10.1 TESTING FACILITY

To support the USG Program Office, the contractor shall acquire temporary access to a testing facility within 30 straight line miles of Pope Army Airfield in NC, as required by the Government. The testing facility will be required for testing components of the eMAPS efforts approximately eight times per year for an approximate duration of two weeks. The Government will inform the contractor of testing dates at least 30 days prior to the required component testing. This facility must have the following characteristics:

- 1. Staging area
 - i. Minimum of 20,000 square feet of space for aviation static test platforms parking.
 - ii. Secure storage for oversized equipment inside the staging area.
 - iii. Climate controlled storage.
 - iv. Minimum of 3,000 square feet of secure office/meeting/briefing space (up to Top Secret (TS)).
 - v. Break room.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- vi. Bathroom facilities.
 - vii. Must be protected by a 24 hours per day, seven days per week (24-7) Intrusion Detection System (IDS) monitored by Underwriters Laboratories (UL)-compliant, IDS monitoring provider. Access control is enforced by two-factor authentication proximity badge readers and a Closed-Circuit Television (CCTV) monitoring system.
2. Operating area (minimum of 29,000 square feet total workspace)
- i. Segregated Government-Furnished Property (GFP) high bay storage area.
 - ii. Roof access for installation of various antennas systems.
 - iii. Certified Communications Security (COMSEC) storage.
 - iv. Minimum of 5,000 square feet of secure meeting/briefing space (up to TS).
 - v. National Security Agency (NSA) certified facility for Secret-level storage and handling of Cryptographic Key Material and CCI.
 - vi. Certified SCIF with Special Operations Intelligence Systems (SOIS) and Secret/ Alternative Compensatory Control Measures (ACCM) computer systems along with JWICS Video Teleconference (VTC) capability.
 - vii. Minimum of 2,400 square feet for light manufacturing and systems integration.
 - viii. High bays for systems and assembly support with reinforced flooring and drive in/out shipping docks.
 - ix. Secure vehicle storage with vehicle exhaust system.
 - x. Must be protected by a 24-7 IDS monitored by UL-compliant, IDS monitoring provider. Access control is enforced by two-factor authentication proximity badge readers and a CCTV monitoring system.
3. Work accomplished at this site must be done by an AS9100D certified contractor. AS9100:2016/AS9100D standardizes quality management system requirements. It can be used at all levels of the supply chain by organizations around the world, to improved quality, cost, and delivery performance. This is accomplished through the reduction or elimination of organization-unique requirements, effective implementation of the quality management system, and wider application of best practices. While primarily developed for the aviation, space, and defense industry, this standard can also be used in other industry sectors when a quality management system with additional requirements over an International Organization for Standardization (ISO) 9001 system is needed. This standard includes ISO 9001:2015 quality management system requirements and specifies additional aviation, space, and defense industry requirements and definitions.

H.10.2 AVIATION STATIC TEST PLATFORMS

To support the USG Program Office, the Contractor must provide exclusive access for the Government to specific aviation static test platforms during scheduled aviation component functional testing. The functional static test platforms will be required for functional testing components of the eMAPS efforts approximately eight times per year for an approximate

SECTION H – SPECIAL CONTRACT REQUIREMENTS

duration of two weeks. The aviation component testing dates will be delivered via a training schedule to the contractor at least 30 days prior to the required aviation component testing. The training schedules will be discussed after award. All functional static test platforms must be on-site at the staging facility. These aviation static test platforms must be fully functional and supported with engineering and integration services necessary for rapid response training, testing, and evaluation requirements.

1. Minimum one PC-12 aircraft with the following:
 - i. Capable of operating a variety of 15 inch sensor packages.
 - ii. Integrated Ku/Ka band BLOS satellite communication systems.
 - iii. Integrated RF transparent belly fairing capable of support a variety of antennae and sub-system installations.
 - iv. Modular equipment racks.
 - v. Intercom connection for all occupants.
 - vi. Two integrated tactical radios (one LOS and one BLOS capable) with type 1 encryption.
 - vii. LOS data link radios to include VORTEX and Wireless Mesh Network (WMN) radio systems as a minimum.
2. Minimum two C-208 aircraft with the following:
 - i. Two static test platforms: Integrated RF transparent belly fairing capable of support a variety of antennae and sub-system installations.
 - ii. Two static test platforms: Capable of operating a variety of 15-inch sensor packages.
 - iii. One static test platform: Capable of carrying a Wide-Area Motion Imagery (WAMI) camera system in an integrated belly pod.
 - iv. One static test platform: Capable of installing wing mounted hard points and BLOS data link systems to support various test requirements.
3. All static test platforms have modular equipment racks.
4. All static test platforms have secure communications radios.
5. All static test platforms have LOS data link radios (MESH radio system as a minimum).
6. All static test platforms have intercom connection for all occupants.

H.11 COMMERCIAL SUPPLIER AGREEMENTS

H.11.1

The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Tools and ODC CLINs in Section B.4 (included with final TOR) may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Software Agreements”).

SECTION H – SPECIAL CONTRACT REQUIREMENTS

For purposes of this TO, the Software Supplier Agreements are “collateral agreements” within the meaning of the DFARS clause at 204.227-7014.

H.11.2

Unless otherwise agreed by the Parties in a specific purchase order, the end user license agreement, terms of service, or comparable end user authorization will allow the licensed software and services to be used as described in its documentation. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section pursuant to DFARS 227.7202-3.

Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following: (a) subject to purchase of applicable licenses, access and use by contractors acting on behalf of the Ordering Entity solely for Ordering Entity business purposes during the term of the applicable Supplier Agreement ; (b) in the event of a cybersecurity incident or breach reported by the Ordering Entity or Contractor, access and use by employees of other Federal, state, and local law enforcement agencies acting on behalf of Ordering Entity solely for Ordering Entity business purposes in responding to the cybersecurity incident or breach; (c) to the extent applicable to the licensed software, transfer to a different data center and/or a successor contractor’s cloud in each case solely for Ordering Entity business purposes and in accordance with all other license terms and ; (d) development of intellectual property works using Supplier’s licensed application program interfaces (APIs) in accordance with applicable license terms is permissible for the Ordering Entity or a contractor (i) acting on its behalf using government funds solely for Ordering Entity business purposes.

H.12 NEWS RELEASE

The contractor shall not make any news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

H.13 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014 apply.

H.14 NATIONAL SECURITY AGENCY (NSA) REQUIREMENTS

Technologies for eMAPS shall be procured in accordance with Committee on National Security Systems Policies (CNSSP) No. 11, “National Policy Governing the Acquisition of Information Assurance and IA-Enabled Information Technology Products.” In addition, technologies shall be procured which have been validated by Common Criteria Testing Labs, in accordance with the National Information Assurance Partnership (NIAP) Protection Profiles (PPs). Where a PP exists but the desired product has not been validated against it, eMAPS shall direct the desired vendor to have its product validated against the appropriate, corresponding PP. For National Security

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Systems (NSS) where classified data is being protected at rest or in transit by commercial products, technologies from the Commercial Solutions for Classified (CSfC) Components List shall be used, in accordance with NSA's published CSfC Capability Packages. Capability Packages and the CSfC Components List can be found by visiting the following webpage:

<https://www.nsa.gov/resources/everyone/csfc/>

NIAP-validated products can be found at the NIAP website on the page:

<https://www.niap-ccevs.org/Product>

H.15 APPROVED PURCHASING SYSTEMS

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting.

A Government audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is mandatory.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

H.16 ACCEPTABLE COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS); affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

H.17 FACILITY CLOSINGS

During a normal work week if any Federal facility listed as a place of performance in Section F is closed, opens late or closes early, due to Government Federal Holidays, inclement weather (e.g., ice, snow, etc.) or other special circumstances, the contractor shall not conduct work at the closed Government facility without eMAPS TPOC written approval.

Alternately, the contractors may work at an alternate location while Government facilities are closed. If during this time, a contractor is unable to conduct work outside of Government facilities, the FEDSIM COR, in conjunction with the eMAPS TPOC, will allow contractor employees to adjust their schedules to compensate for missed times and have the option to work extended workdays, if desired.

H.18 IMMUNIZATIONS

SECTION H – SPECIAL CONTRACT REQUIREMENTS

To promote public health and safety and to halt the spread of certain communicable diseases. Contractor personnel supporting this task order will be afforded the opportunity to receive the COVID-19 vaccines when resources are, or become available for distribution.

SECTION I – CONTRACT CLAUSES

I.1 TASK ORDER CLAUSES

All applicable and required provisions/clauses set forth in FAR 52.301 automatically flow down to all Alliant TOs, based on their specific contract type (e.g., cost, fixed-price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO solicitation is issued.

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

I.2.1 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

I.2.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

FAR	TITLE	DATE
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204.10	Reporting Executive Compensation and First Tier Subcontract Awards	JUL 2013

SECTION I – CONTRACT CLAUSES

FAR	TITLE	DATE
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges.	OCT 2009
52.216-7	Allowable Cost and Payment.	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations on Subcontracting	NOV 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.225-13	Restrictions on certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representations and Certifications	OCT 2015
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.229-8	Taxes—Foreign Cost-Reimbursement Contracts	MAR 1990
52.232-22	Limitation of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer- System for Award Management.	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	DEC 2013
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012

I.3 CLAUSES INCORPORATED BY REFERENCE - DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS)

The full text of a clause may be accessed electronically at Defense Procurement and Acquisition Policy website:

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DFARS	TITLE	DATE
--------------	--------------	-------------

Task Order 47QFCA18F0073
Modification P00062
Contract # GS00Q09BGD0019

Page I-2

SECTION I – CONTRACT CLAUSES

DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure of Information	AUG 2013
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A, System for Award Management	FEB 2014
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.206-7000	Domestic Source Restriction	DEC 1991
252.209-7001	Disclosure of Ownership of Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JAN 2009
252.209-7004	Subcontracting with Firms that are owned or controlled by The Government of a Terrorist Country	MAR 2014
252.211-7003	Item Identification and Valuation	JUN 2013
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding.	SEP 2013
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data-Commercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions - Computer Software	SEP 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data- Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.228-7001	Ground and Flight Risk	JUN 2010

SECTION I – CONTRACT CLAUSES

DFARS	TITLE	DATE
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	DEC 1991
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	OCT 2016
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7002	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7001	Warranty of Data	MAR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

I.4 CLAUSES INCORPORATED BY REFERENCE - GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM)

The full text of a clause may be accessed electronically at GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

GSAM	TITLE	DATE
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.212-4	Contract Terms and Conditions-Commercial Items	NOV 2009
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	JUN 2016
552.232-25	Prompt Payment	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations	JUL 2015
552.232-78	Commercial Supplier Agreement – Unenforceable Clauses	JUL 2015
552.236-75	Use of Premises	APR 1984
552.237-71	Qualifications of Employees	MAY 1989

SECTION I – CONTRACT CLAUSES

GSAM	TITLE	DATE
552.239-70	Information Technology Security Plan and Security Authorization	JUN 2011
552.239-71	Security Requirements for Unclassified Information Technology Resources	JAN 2012

I.5 CLAUSES INCORPORATED BY FULL TEXT- (FAR)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least five calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

FAR 52.222-35 Equal Opportunity for Veterans (Jul 2014)

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

The Contractor shall act as specified by the Director, Office of Federal Contract Compliance

SECTION I – CONTRACT CLAUSES

Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

FAR 52.222-36 Equal Opportunity for Workers With Disabilities (Jul 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

FAR 52.229-8 Taxes - Foreign Cost-Reimbursement Contracts.

As prescribed in 29.402-2(a), insert the following clause:

Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of ____ [insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of ____ [insert name of country], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

SECTION I – CONTRACT CLAUSES

FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -

United States or its *outlying* areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

FAR 52.211-15 Defense Priority and Allocation Requirement (Apr 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). (End of clause)

I.6 CLAUSES INCORPORATED BY FULL TEXT- (DFARS)

DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

- (1) Leaves or left DoD service on or after January 28, 2008; and
- (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—
 - (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
 - (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

SECTION I – CONTRACT CLAUSES

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7999 Prohibition on Contracting With Entities that Require Certain Internal Confidentiality Agreements FEB/2015(DEVIATION 2015-O0010)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure,

SECTION I – CONTRACT CLAUSES

modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

SECTION I – CONTRACT CLAUSES

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b) (1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b) (2) (ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor’s requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to

SECTION I – CONTRACT CLAUSES

those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b) (1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the

Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts.

This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c) (1) (i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

SECTION I – CONTRACT CLAUSES

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

SECTION I – CONTRACT CLAUSES

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.225-7983 Requirement for Products or Services of Djibouti (DEVIATION 2015 (DEV 2015- O0012))

252.204-7021 Contractor Compliance with Cybersecurity Maturity Model Certification Level Requirements (NOV 2020)

(a) Scope. The Cybersecurity Maturity Model Certification (CMMC) CMMC is a framework that measures a contractor's cybersecurity maturity to include the implementation of cybersecurity practices and institutionalization of processes (see <https://www.acq.osd.mil/cmmc/index.html>).

(b) Requirements. The Contractor shall have a current (i.e. not older than 3 years) CMMC certificate at the CMMC level required by this contract and maintain the CMMC certificate at the required level for the duration of the contract.

(c) Subcontracts. The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items, excluding commercially available off-the-shelf items; and

(2) Prior to awarding to a subcontractor, ensure that the subcontractor has a current (i.e., not older than 3 years) CMMC certificate at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor.

252.225-7983 Requirement for Products or Services of Djibouti (DEVIATION 2015 (DEV 2015- O0012))

(a) Definitions. As used in this clause--

(1) "Product of Djibouti" means a product (including a commercial item) that is wholly grown, produced or manufactured in Djibouti.

This term does not include construction material brought to a construction site by a contractor or subcontractor for incorporation into

SECTION I – CONTRACT CLAUSES

the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service of Djibouti" means a service (including construction) that is performed by a person that is--

(i) Operating primarily in Djibouti or is making a significant contribution to the economy of Djibouti through payment of taxes or

use of products, materials, or labor of Djibouti, as determined by the Secretary of State; and,

(ii) Is properly licensed or registered by authorities of the Government of Djibouti, as determined by the Secretary of State.

(b) (1) The Contractor shall provide only products of Djibouti or services of Djibouti, unless, in its offer, it specified that it

would provide products or services other than products of Djibouti or services of Djibouti.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Djibouti. (The

use of construction material from Djibouti may also be subject to Balance of Payments Program or trade agreements restrictions, if the

contract includes the clause 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045,

Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

(End of clause)

252.225-7984 Acquisition Restricted to Products or Services of Djibouti FEB/2015(DEV 2015- (DEVIATION 2015-O0012)

(a) Definitions. As used in this clause--

(1) "Product of Djibouti" means a product (including a commercial item) that is wholly grown, produced or manufactured in Djibouti.

This term does not include construction material brought to a construction site by a contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service of Djibouti" means a service (including construction) that is performed by a person that is

(i) Operating primarily in Djibouti or is making a significant contribution to the economy of Djibouti through payment of taxes or use of products, materials, or labor of Djibouti, as

determined by the Secretary of State; and,

(ii) Properly licensed or registered by authorities of the Government of Djibouti, as determined by the Secretary of State.

(b)(1) The Contractor shall provide only products of Djibouti or services of Djibouti.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Djibouti. (The use of construction material from other than Djibouti may also be subject to trade agreements or Balance of Payments Program restrictions,

if the contract includes the following clauses: 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

SECTION I – CONTRACT CLAUSES

(End of clause)

252.225-7989 Requirements for Contractor Personnel Performing in Djibouti JAN/2014 (DEV 2014- (DEVIATION 2014-O0005)

(a) General. (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of AFRICOM. This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(b) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USAFRICOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) Preliminary personnel requirements. (1) Specific requirements for paragraphs (d) (2) (i) and (d) (2) (ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before Contractor personnel begin contract performance in Djibouti, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(e) Registration of Contractor personnel.

SECTION I – CONTRACT CLAUSES

- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.
- (2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (<http://www.acq.osd.mil/log/PS/spot.html>).
- (i) In all circumstances, this includes any personnel performing private security functions.
- (ii) For personnel other than those performing private security functions, this requirement excludes anyone
- (A) Hired under contracts valued below the simplified acquisition threshold;
- (B) Who will be performing in Djibouti less than 30 continuous days; or
- (C) Who, while afloat, are tracked by the Diary Message Reporting System.
- (3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e., U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in Djibouti (e.g., day laborers).
- (f) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti. (End of clause)

252.225-7993 Prohibition on Contracting with the Enemy (DEVIATION 2014-O0020) SEP/2014 (DEV 2014-O0020)

- (a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.
- (b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.
- (c) The Head of the Contracting Activity (HCA) has the authority to--
- (1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or
- (2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.
- (d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

SECTION I – CONTRACT CLAUSES

(End of clause)

252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater MAR/2015 (DEV 2015- (DEVIATION 2015-O0013)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility JAN/2015 (DEV 2015- DEVIATION 2015-O0009)

(a) Definitions. As used in this clause--

Combatant Commander means the Commander of the United States Central Command Area of Responsibility. Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States. Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites. Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law. Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care,

SECTION I – CONTRACT CLAUSES

and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States. Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

SECTION I – CONTRACT CLAUSES

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR.

The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

(i) Of the DoD definition of sexual assault in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

SECTION I – CONTRACT CLAUSES

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--

- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
- (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
- (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
- (v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to--

- (A) Hold their own identity or immigration documents, such as passport or driver's license;
 - (B) Receive agreed upon wages on time;
 - (C) Take lunch and work-breaks;
 - (D) Elect to terminate employment at any time;
 - (E) Identify grievances without fear of reprisal;
 - (F) Have a copy of their employment contract in a language they understand;
 - (G) Receive wages that are not below the legal in-country minimum wage;
 - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commanders website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, International Certificate of Vaccination that shows vaccinations are current.

SECTION I – CONTRACT CLAUSES

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction

1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through--

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and

SECTION I – CONTRACT CLAUSES

to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Pre-deployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone--

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access. (iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at--

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) Contractor personnel.

SECTION I – CONTRACT CLAUSES

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract.

Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officers representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

SECTION I – CONTRACT CLAUSES

- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
 - (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
 - (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
 - (2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
- (o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities,

SECTION I – CONTRACT CLAUSES

equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.225-7997 Contractor Demobilization (DEVIATION 2013-O0017) AUG/2013 (DEV 2013-O0017)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify

SECTION I – CONTRACT CLAUSES

whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause Inbound / Outbound Cargo and Contractor Equipment Census. The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employees redeployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Governments authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractors failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

SECTION I – CONTRACT CLAUSES

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for deactivation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

252.229-7999 Taxes -- Foreign Contracts in Afghanistan (DEVIATION 2013-O0016) JUL/2013 (DEV 2013-O0016)

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the

SECTION I – CONTRACT CLAUSES

United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military OCT/2010 OPERATIONS

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

252.223-7999, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviations 2021- 00009)

(a) Definition. As used in this clause –
United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

SECTION I – CONTRACT CLAUSES

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

I.7 CLAUSES INCORPORATED BY FULL TEXT- (GSAM)

GSAM 552.232-39 Unenforceability of Unauthorized Obligations (FAR Deviation)(JULY 2015)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101), that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such [language, provision, or] clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such [language, provision, or] clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

GSAM 552.232-78 Commercial Supplier Agreements –Unenforceable Clauses (JULY 2015)

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term}, such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

SECTION I – CONTRACT CLAUSES

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1 ; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.)

(End of clause)

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the TOR.

Attachment	Title
A	COR Appointment Letter
B	TPOC Appointment Letter (Attached at TOA)
C	Government Site POC Memo (Attached at TOA)
D	Incremental Funding Chart (Attached at TOA)
E	Problem Notification Report
F	Sample Monthly Status Report Template
G	Trip Report Template
H	Deliverable Acceptance-Rejection Report
I	Department of Defense (DD) 254
J	Organizational Conflict of Interest Statement
K	Corporate Non-Disclosure Agreement
L	Addendum to Corporate Non-Disclosure
M	Travel Authorization Request Template
N	Request to Initiate Purchase Template
O	Quality Assurance Surveillance Plan (QASP)
P	Reserved
Q	Cost/Price Excel Workbook (To be removed at time of award)
R	Project Staffing Plan Template (To be removed at time of award)
S	Key Personnel Qualification Matrix (To be removed at time of award)
T	Questions Template (To be removed at time of award)
U	Reserved
V	Corporate Experience Template (To be removed at time of award)
W	Acronym List
X	Reserved
Y	Service Level Agreements and Performance Metrics

